

# Exhibit 3



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02/27/2018 12:03 PM Pages: 15  
REGISTER OF DEEDS, GRAFTON COUNTY

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**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM**  
**DECLARATION OF WEEK INTERVAL OWNERSHIP AND TRUST**

Riverwalk at Loon Mountain, LLC, whose address is 22 South Mountain Drive, P.O. Box 69, Lincoln, New Hampshire 03251 (defined as "Declarant" in Section 1(e) hereof), does hereby declare:

**WHEREAS**, Declarant executed a certain Declaration of Riverwalk at Loon Mountain, A Condominium recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time ("the Condominium Declaration"), creating a condominium located in Lincoln, New Hampshire (defined as the "Condominium" hereunder); and

**WHEREAS**, Declarant executed a certain Supplemental Declaration of Fractional Ownership Of Riverwalk at Loon Mountain, A Condominium, recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time ("the Fractional Declaration"), establishing fractional interests (as defined under Section 1(d) of said Fractional Declaration) as tenants in common with other owners of fractional interests in Condominium Units submitted to said Fractional Declaration; and

**WHEREAS**, Declarant intends to establish and sell pursuant to this Declaration of Week Interval Ownership and Trust (defined as "Week Ownership Declaration" in Section 1 hereunder), "Week Interval Interests" (as defined in Section 1 hereunder) in certain Units under the Condominium Declaration (each such Condominium unit to which a Week Interval Interest relates defined as a "Fractional Unit" in Section 1 hereunder), pursuant to a plan whereby each Week Interval Owner (defined in Section 1 hereunder) shares in the beneficial ownership of the Fractional Units and has the right to occupy exclusively a Fractional Unit and to use in common with others the Common Area (defined in Section 1 hereunder), and rights and easements appurtenant thereto, during a Use Period (defined in in Section 1 hereunder), and reserving to Declarant, and its successors or assigns, the right to occupy exclusively all Fractional units, and to use in common with others the Common Areas and appurtenant rights and easements thereto, during all Use Periods associated with the Week Interval Interests not so sold, for the period this Week Ownership Declaration is in full force and effect.

**NOW THEREFORE**, by this Week Ownership Declaration, Declarant hereby establishes a plan for the ownership, use, enjoyment, repair, maintenance, restoration, remodeling and improvement by the Interval Owners of the Fractional Units and for the payment of taxes, assessments and other expenses pertaining thereto on their behalf, and declares that all Fractional Units submitted hereto and all Week Interval Interests established herein are and shall be held, conveyed, pledged, encumbered, leased, rented, occupied or improved, subject to the following limitations, covenants, conditions and restrictions, all of which are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Week Interval Interests. All limitations,

covenants, conditions, and restrictions contained in this Week Ownership Declaration are intended to run with the land, to wit, the Interval Interests established hereunder, and to inure to the benefit of and be binding upon each such Interval Interest and all parties having or acquiring any right, title, interest or estate therein.

1. Definitions. Terms used in this Week Ownership Declaration are expressly defined as follows:

- a. "Agreement" means the instrument by which an Interval Interest is sold to an Interval Owner.
- b. "Common Area" means the common area as defined in the condominium declaration.
- c. "Common Furnishings" means the furniture and furnishings of a Suite.
- d. "Condominium" means the condominium established pursuant to the Declaration of Riverwalk At Loon Mountain, A Condominium, recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time.
- e. "Declarant" means Riverwalk at Loon Mountain, LLC, a New Hampshire limited liability company, and its successors or assigns.
- f. "Fixed Week Interval Interest" shall mean a Week Interval Interest involving a type of Fractional Unit for a specific Use Period.
- g. "Floating Interval Interest" shall mean a Week Interval Interest involving a type of Fractional Unit for one Use Period in a specific Season.
- h. "Fractional Interest" means any Fractional Interest under the Supplemental Declaration designated in Appendix A attached hereto, which has been submitted to this Week Ownership Declaration.
- i. "Fractional Unit" means any Condominium unit or any portion thereof, designated on Appendix B attached hereto, to which Fractional Interests identified in Appendix A attached hereto relate. Fractional Units are reserved for exclusive use by an individual Week Interval Owner during his or her Use Period, as provided in their Agreement and this Week Ownership Declaration, and shall include the Common Furnishings thereof and any portion of a Unit necessary to give access thereto. Fractional Units may consist of studio, one bedroom lockout, two bedroom lockout, three one bedroom lockout, or other configurations established by the Declarant.
- j. "Majority in Interest of Week Interval Owners" means Week Interval Owners holding in the aggregate more than fifty percent (50%) of the total Week Percentages of Interest who indicate a preference in writing if so requested or are present or represented by proxy and voting at a meeting of the Week Interval Owners called pursuant to Section 23 hereof.
- k. "Manager" is the means the company appointed by the members of the Association, as provided in the Fractional Declaration.
- l. "Season" shall mean one of the following categories of Week Intervals in any year:
  - i. Winter. Week Intervals 1 through 13, 51 and 52

- ii. Spring. Week Intervals 14 through 21
  - iii. Summer. Week Intervals 22 through 41
  - iv. Fall. Week Intervals 42 through 50
- m. "Service Period" means any period of time designated by the Declarant for the purpose of maintenance, repair and/or refurbishment of the Fractional Unit. Only the Manager shall be entitled to occupy a Fractional Unit during a Service Period.
- n. "Trustee" means any person appointed by the Declarant or the Majority in Interest of Week Interval Owners, as provided in this Week Ownership Declaration to act in the capacity of a trustee under this Week Ownership Declaration.
- o. "Use Period" shall mean a Week Interval in each year during which a Fractional Unit may be occupied by a Week Interval Owner, which Use Period shall be designated in the Week Interval Owner's Agreement and Certificate of Beneficial Week Interval Ownership.
- p. "Week Interval" shall mean one of fifty-two (52) serially numbered weeks in each year computed as follows:
- Week Interval Number One (1) is the seven (7) consecutive days commencing at 4:00 p.m. on the first Friday in any year and ending at 11:00 a.m. on the seventh day thereafter.
- Week Interval Number Two (2) is the seven (7) succeeding days commencing and ending at the same times set forth above and as specifically provided in an Agreement. The additional Week Intervals including Week Interval Number fifty-two (52) are computed in a like manner.
- q. "Week Interval Interest" means an undivided beneficial ownership interest in Fractional Interests submitted to this Week Ownership Declaration equal to the Week Percentage of Interest assigned to such interest. A Week Interval Interest may be a Fixed Week Interval Interest or a Floating Week Interval Interest. Each Week Interval Interest will be entitled to cast a vote equal to its Week Percentage Interest at any meeting of Week Interval Owners.
- r. "Week Interval Owner" means and includes (i) the person to whom the Declarant sold a Week Interval Interest evidenced by a Certificate of Beneficial Week Interval Ownership issued by the Trustee and (ii) the Declarant with respect to any Week Interval Interests not sold. The term shall also include the heirs, devisees, legal representatives, executors, administrators, successors and assigns of any Week Interval Owner.
- s. "Week Ownership Declaration" means this Declaration of Week Interval Ownership and Trust and Appendices attached hereto, as amended from time to time hereafter.
- t. "Week Percentage of Interest" means the percentage established in Appendix A attached hereto with respect to each Week Interval Interest representing its share of (i) the beneficial ownership of the Fractional Unit to which it relates and (ii) the expenses incurred or income received on behalf of all Week Interval Interests.

2. Establishment of Fractional Interests, Week Percentage of Interest, Fractional

### Units and Week Interval Interests.

(a) Declarant, or its successor or assign, shall establish the Week Interval Interests under this Week Ownership Declaration by conveying title to Fractional Interest established under the Fractional Declaration to the Trustee and designating in Appendix A attached hereto: (i) said Fractional Interest; (ii) the Fractional Percentage Interest (as that term is defined under the Fractional Declaration) assigned to it; and (iii) the corresponding Week Percentage Interest based on the number of Week Intervals associated with a submitted Fractional Interest. For any Fractional Interest so designated in Appendix A, the corresponding Fractional Unit number and unit type shall be designated on Appendix B for reference, but only the Fractional Interest(s) designated on Appendix A in said Fractional Unit and not the entire Fractional Unit shall be deemed to have been submitted to this Week Ownership Declaration. Procedures related to the use of Week Interval Interests shall be prescribed by the Manager in rules adopted pursuant to Section 5 hereof.

(b) A Week Interval Interest may have rights with respect to (i) a Fixed Week Interval Interest or (ii) a Floating Week Interval Interest as provided in the Week Interval Owner's Agreement and Certificate of Beneficial Week Interval Ownership. Each Fixed Week Interval Interest shall be identified by the Fractional Unit and Use Period with which it is associated. Each Floating Week Interval Interest shall be identified by the type of Fractional Unit and Season with which it is associated. Declarant may amend Appendices A and B from time to time to reflect the addition of new Fractional Interests and their corresponding Fractional Unit(s). The rights and duties created herein for each Week Interval Interest shall continue for each year this Week Ownership Declaration remains in full force and effect. No Week Interval Owner shall sell or encumber less than all of his or her interest in any Week Interval Interest. Any sale or encumbrance by any Week Interval Owner of less than all of his or her interest in a Week Interval Interest shall be null, void and of no effect. Declarant may in its sole discretion designate and permit any Fractional Unit to be used as an office for the purpose of selling Week Interval Interests.

### 3. Trustee.

(a) Declarant initially appoints Vacation Ownership Title Agency, Inc., a Florida corporation having an address of 6400 Congress Ave., Ste. 2100 Boca Raton, FL 33487, to serve as Trustee, whom shall acknowledge his appointment by a written instrument filed in the Grafton County Registry of Deeds. A Trustee may resign by filing a notice of resignation said Registry. Declarant reserves the right to remove any Trustee for any reason or to appoint a successor Trustee to serve in the place of a Trustee who resigns, is removed or is unable or unwilling to serve by filing a written instrument in the Registry. Any successor Trustee shall acknowledge his or her appointment by a written instrument filed in said Registry. Declarant may assign its rights hereunder to a successor which is actively involved, either directly or through its affiliates, in the management and administration of the Week Ownership program established hereby. At such time as Declarant or its successor elects to be no longer actively involved, either directly or through its affiliates, in the management and administration of the Week Interval Interest program by giving written notice to the Trustee and the Week Interval Owners, the rights of the Declarant to appoint the Trustee shall be automatically assigned to a Majority in Interest of Week Interval Owners, who shall act pursuant to the provisions of Section 23.

(b) The Trustee shall hold legal title to the Fractional Interests in the Fractional Units submitted to Appendixes A and B hereof, for the benefit of Week Interval Owners, shall ensure that such Fractional Interests are either free and clear of any liens or encumbrances except for the agreements, covenants, liens, restrictions and easements of the Condominium

Declaration and Fractional Declaration and instruments described therein or, in the case of a mortgage granted by the Declarant for acquisition or construction of the Fractional Units, the Trustee shall ensure that a subordination, non-disturbance and attornment agreement is recorded prior to accepting title under the Vacation Ownership Trust affirming that said mortgagee's rights and remedies in the Fractional Interests shall unconditionally remain at all times subject to and subordinate to the rights of Week Interval Owners in Week Intervals created in such Fractional Interests under the Vacation Ownership Trust and affirming that said mortgagee will not diminish or disturb the quiet and peaceful enjoyment and the use rights of any Week Interval Owner in consideration of Declarant's payment to said mortgagee of a release fee in conjunction with the sale of Week Intervals. The Trustee shall be prohibited from encumbering the Trust property, in whole or in part except as provided under Section 24. The Trustee, as the legal owner of the Fractional Interests in said Fractional Units, shall cast the votes of the Fractional Interests in such Fractional Units with respect to all matters that properly come before the Unit Owners Association of the Condominium. Except with respect to matters require action by the Week Interval Owners under Sections 3a and 14 and hereof, the Trustee may solicit the advice of the Week Interval Owners, but in all cases shall vote in the manner that it determines, in its sole discretion, is in the best interest of the Week Interval Owners.

(c) The Trustee shall appoint the Manager to perform the services set forth in Section 5 hereof.

(d) The trust powers of the Trustee shall be governed by the Uniform Trustees' Powers Act (RSA Ch. 564-A), and any amendments thereto, or any succeeding statute or law.

(e) The Trustee shall issue Certificates of Beneficial Week Interval Ownership and maintain a registry of ownership thereof. The Trustee shall ensure that the beneficial ownership rights of Week Interval Interests shall never exceed the rights of the related Fractional Interest under the Condominium Declaration and Fractional Declaration. Other than documents that are public records, all books and records pertaining to the property held in Trust shall remain confidential and shall not be disclosed, delivered or shared with third parties without the prior written consent of the Declarant; except that the Trustee may disclose, deliver or share books and records as part of an audit being conducted by a governmental or quasi-governmental agency.

(f) Except as otherwise provided in this Week Ownership Declaration, all conveyances of real property interests to the Trustee shall be irrevocable. It is understood and agreed that all of the covenants, conditions, reservations, restrictions, easements and limitations set forth in the Condominium Declaration, Fractional Declaration or in this Week Ownership Declaration shall constitute equitable servitudes upon the Fractional Interests in the Fractional Units identified on Appendix A and B hereto, shall run with the land, and shall be binding upon and inure to the benefit of the Trustee, the Declarant, the Association and Week Interval Owners, and each of their respective successors and assigns. The Declarant shall provide to the Trustee a true copy of the Trust Declaration, Condominium Declaration and Fractional Declaration (including any amendments, supplements or restatements thereto or thereof) on or about the time this Week Ownership Declaration is executed and from time to time thereafter at such time said instruments may be amended, supplemented or restated, or additional declarations relating to the Condominium may be recorded.

#### 4. Occupancy and Use of Fractional Units and Common Area.

(a) Each Week Interval Owner shall have the right to occupy exclusively a Fractional unit and to use in common with others the Common Area and the rights and easements

appurtenant thereto, during a Use Period as provided in his or her Agreement (and, in the case of Declarant, for all Week Interval Interests not sold). Each Week Interval Interest shall be subject to the right of the Manager to possess the Suite exclusively and to perform housekeeping or maintenance services therefor from 11:00 a.m. to 4:00 p.m. on the last day of each Use Period or during a Service Period. No Week Interval Owner shall occupy a Fractional Unit, or exercise any other rights of ownership with respect to a Fractional Unit other than the rights herein provided to him, during any other Use Period unless expressly so authorized by the Week Interval Owner entitled to occupy the Fractional Unit during such Use Period. Each Week Interval Owner shall keep the Fractional Unit in good condition and repair during his or her occupancy, vacate the Fractional Unit no later than 11:00 a.m. on the last day of the Use Period he or she is entitled to occupy the Fractional Unit, remove all persons and property therefrom, leave the Fractional Unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures as may from time to time be contained in rules promulgated by the Manager.

(b) Except as otherwise limited by this Week Ownership Declaration, each Week Interval Owner may exercise all of the same rights and duties with respect to his or her Week Interval Ownership as an owner of a similar Fractional Interest held by a person under the Fractional declaration and not subject to this Week Ownership Declaration, may exercise. Each Week Interval Owner shall be subject to all restrictions, rules and regulations established pursuant to the Fractional Declaration, Condominium Declaration, Bylaws and rules and regulations of the Association. The rights and duties created herein for each Week Interval shall continue for the time period specified in the Certificate of Beneficial Week Interval Ownership.

5. Management. Management, maintenance, repair and replacement of the Fractional Units and administration of the affairs of Week Interval Owners with respect to the occupancy of the Fractional Units is vested with the Manager, whose rights and duties are defined by the Fractional Declaration, as supplemented by this Week Ownership Declaration. The Manager shall exercise its duties in a reasonable and prudent manner and shall be entitled to reasonable compensation from each Week Interval Owner for its services as Manager in an amount as may be agreed upon by the Manager and the Trustee and to reimbursement for the reasonable and necessary administrative costs of discharging its obligations hereunder, including allocable salaries of administrative, secretarial and other personnel employed by it. The Manager shall maintain a registry of all Week Interval Ownership transactions, including but not limited to recording all liens or security interests encumbering the Week Interval Interests.

6. Suite Expenses. Each Week Interval Owner shall pay on demand by the Manager unless otherwise provided herein:

(a) The cost of long distance telephone charges or telephone message charges, or other special services allocable to the occupancy of a Fractional Unit during such Week Interval Owner's Use Period, the cost to repair any damage to the Fractional Unit on account of loss or damage occurring during his or her Use Period, and the cost to satisfy any expense to any of the other Week Interval Owners due to any intentional or negligent act or omission of such Week Interval Owner, his or her guests, invitees, tenants or lessees or resulting from his or her breach of any provision of this Week Ownership Declaration; and

(b) A share of the costs and expenses relating to the operation and management of the Fractional Unit based on the applicable Week Percentage of Interest, including without limitation the following: (i) real estate taxes and other municipal assessments; (ii) cost of telephone services, utility services, housekeeping services, recreational services and other standard services (except that if the Declarant is occupying a Fractional Unit designated for sales or commercial use, it may be entitled to a reduction for

its share of the cost of such services if any or all of them are not utilized by the Declarant, as determined in the sole discretion of the Manager); (iii) cost of repair, replacement and maintenance of the Fractional Unit; (iv) premiums for insurance; (v) the Manager's compensation, reimbursable administrative expenses and other costs and expenses herein authorized to be paid and not otherwise allocated; (vi) any sums borrowed to meet the expenses of operation and management; and (vii) amounts necessary to establish and maintain proper reserves for the foregoing items. All such payments shall be made through the Manager unless the Trustee shall otherwise direct. The Manager shall not be responsible for the acts or conduct of any of the Week Interval Owners or for the breach of any of the obligations of any of the Week Interval Owners hereunder. The Manager shall not be liable to any Week Interval Owner in the absence of gross negligence. The Manager may establish the procedures for the payment of the costs and expenses set forth in paragraphs (b) and (c) hereof in annual or periodic installments or otherwise. The Manager may also require supplemental payments to meet any unexpected expenses in addition to any such estimated payments. The Manager may include in any such estimated or supplemental payments provision for the payment of the Manager's compensation. Each Week Interval Owner shall pay to the Manager, within thirty (30) days after receipt of a statement therefor, the amount of any costs and expenses set forth in paragraphs (a) and (b) hereof.

7. Separate Liens. Except as provided herein, no Week Interval Owner (other than the Declarant) shall grant a security interest in his or her Week Interval Interest or otherwise encumber in any manner whatsoever a Fractional Unit, nor shall any Week Interval Owner have the right or authority so to do. A Week Interval Owner may grant a security interest in his or her Interval Interest to the Declarant or to a third party to secure payment of the purchase price thereof. Any security interest granted by a Week Interval Owner in his or her Interval Interest to secure the payment of the purchase price thereof shall be deemed to be a security interest created by an assignment of a beneficial interest in a trust. Any and all such security interests in Week Interval Interests shall be evidenced by a notation in the records maintained by the Manager, stating the date on which such security interest was acquired, the Week Interval Interest against which it has attached, the name and address of the secured party, and the Week Interval Owner(s) who own such Week Interval Interest. Upon such notation by the Manager, said lien shall be deemed to be perfected under the Uniform Commercial Code without further action by the secured party and shall have priority over all subsequently perfected liens or security interests attaching to the Week Interval Interest. Declarant may grant a security interest in its Week Interval Interests for the purpose of securing a lien from financial institutions in connection with its development of the Fractional Units hereunder. Any security interest or other encumbrance of any Week Interval Interest shall be subject to all of the provisions of this Week Ownership Declaration and, in the event of a sale of the Week Interval Interest by a secured party conducted pursuant to the provisions of the Uniform Commercial Code, the provisions of this Week Ownership Declaration shall be binding upon any person whose title is derived through such sale. No provisions of this Week Ownership Declaration shall defeat or render invalid any security interest or other encumbrance of any Week Interval Owner's Week Interval Interest which is perfected as provided herein and in accordance with the provisions of the Uniform Commercial Code.

8. Waiver of Partition. No Week Interval Owner or other person or entity acquiring any right, title or interest in a Week Interval Interest shall bring an action for partition. If, however, any Week Interval Interest is owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Interval Interest in lieu of partition as between such co-tenants or joint tenants.

9. Damage or Destruction. In the event of damage or destruction to the Fractional Units, the following procedures shall apply:

(a) In the event of any damage or destruction to the Fractional Units, the Manager shall forthwith cause such damage to be repaired and shall so apply any available insurance proceeds. If the damage is not covered by insurance, or if the available insurance proceeds or other funds are insufficient, the Manager shall assess and each Week Interval Owner shall pay a share of the cost thereof or deficiency proportionate to his or her Week Percentage of Interest, unless the damage was caused by the intentional or negligent act or omission by any Week Interval Owner, his or her guests, invitees, tenants or lessees, in which event the cost of the repair or deficiency shall be paid by such Week Interval Owner. Any proceeds allocable to the Week Interval Owners as a result of any excess of insurance proceeds over the cost of repair or restoration shall be distributed to each Week Interval Owner based upon his or her Week Percentage of Interest. If a Week Interval Owner's Week Interval Interest is subject to any lien, security interest or encumbrance evidenced in the recording of the Manager, such proceeds shall be first paid to the holder or holder(s) of such lien(s) as his or her (their) interests may appear and the remainder, if any, shall be paid to the Week Interval Owner.

(b) Notwithstanding the foregoing, any proceeds paid to any one or more Week Interval Owners for loss or damage to their individual person or property shall be distributed with due regard to the loss or damage incurred.

10. Improvements, Etc. Prohibited. Except as otherwise provided in this Week Ownership Declaration, or as required to prevent damage or injury to person or property in an emergency, or by express consent of the Manager, no Week Interval Owner (except Declarant) shall make improvements, decorations or repairs to his or her Fractional Unit or contract so to do or subject his or her Fractional Unit to any liens for the making of improvements, decorations or repairs. No Week Interval Owner shall create or permit to exist any nuisance in his or her Fractional Unit, commit waste with respect to the Fractional Unit or permit anything to be done or kept in the Fractional Unit which would increase the rate of insurance upon the Fractional Unit.

11. Enforcement. In the event that any Week Interval Owner shall fail to comply with any of the provisions of this Week Ownership Declaration, the Week Interval Owner and his or her guests, invitees, tenants and lessees shall not exercise any rights with respect to his or her Week Interval Interest until the violation is cured. The Manager may bring an action for damages or to enjoin the violation or specifically enforce the provisions of this Week Ownership Declaration, or to enforce any statutory or contractual lien or lien provided herein, including foreclosure of any such lien and the appointment of a receiver for any Week Interval Owner. The Manager may also take possession of the Week Interval Interest of any Week Interval Owner who has failed to comply with any of the provisions of this Week Ownership Declaration and to rent the Fractional Unit during his or her Use Period and to apply the net proceeds after deduction of an administrative fee and its costs and expenses to any amount owed by an Week Interval Owner. If the Manager refers any case of nonpayment or other noncompliance hereunder to an attorney or collection agency for enforcement or collection, the reasonable costs thereof shall be paid by the noncompliant Week Interval Owner. All sums required to be paid by any Week Interval Owner under this Week Ownership Declaration shall bear interest at the highest rate permitted by law or at two percent (2%) per month, whichever is less, from the due date, or if such sums are advanced or incurred by any other Week Interval Owner or by the Manager and provided herein to be repaid, from the date payment was made. The aforesaid remedies shall be cumulative and in addition to any other remedies which may be available at law or in equity; provided, however, that no breach of any provision hereof by any Week Interval Owner or by Manager or failure of any Week Interval Owner or Manager to comply with any provision hereof shall permit or empower any other Week Interval Owner to terminate any such

provision or excuse any such breach or failure, and each Week Interval Owner shall continue to perform and comply with and hold his or her Interval Interest subject to all of the provisions of this Week Ownership Declaration notwithstanding any such breach or failure.

12. Lien on Interests. The Manager shall have a lien, in the nature of a security interest created under the New Hampshire Commercial Code (RSA 382-A) with a private power of sale, in the Week Interval Interest of each Week Interval Owner as security for the prompt and faithful performance by such Week Interval Owner of the obligations under this Week Ownership Declaration and the payment of costs of enforcement and reasonable attorneys' fees. The lien herein created shall be evidenced by a notation in the records maintained by the Manager, stating the date on which such lien was acquired, the Week Interval Interest against which it has attached, and the Week Interval Owner(s) who own such Interval Interest. Said lien shall be deemed to be a security interest created by an assignment of a beneficial interest in a trust and, pursuant to the provisions of the Uniform Commercial Code, shall be deemed perfected immediately upon the Manager's notation in the records maintained by the Manager, without need for further action by the Manager, and shall have priority over all subsequently perfected liens or security interests attaching to the Week Interval Interest provided, however, that said lien shall be subordinate to the lien of any entity which holds a security interest in the subject Week Interval Interest which the Week Interval Owner has granted to secure payment of the purchase price thereof in accordance with Section 7. Following notice to the Week Interval Owner which remains uncured for thirty (30) days from the date such notice is mailed, said lien may be enforced by the Manager by immediately, and without further notice, notifying the Trustee of such default and revoke any further rights and privileges of the Week Interval Owner under the Week Ownership Declaration, take full possession of the Week Interval Interest free and clear of any interest of the delinquent Week Interval Owner, and proceed to resell, lease, or otherwise utilize said Week Interval Interest, or otherwise dispose of the delinquent Week Interval Owner's Week Interval Interest in any manner permitted by the Uniform Commercial Code then in effect. The purchaser at any such sale shall obtain ownership of the Week Interval Interest subject to the provisions of this Week Ownership Declaration and subject to any security interests which are entitled to priority over the Manager's security interest. The Manager and any Week Interval Owner may bid at such a sale and may hold, lease, encumber or sell any Week Interval Interest acquired at such sale, as permitted by the terms of this Week Ownership Declaration. The aforesaid lien and any right of sale shall be in addition to, and not in substitution for, all other rights and remedies which the Manager may have hereunder.

13. Protection of Interest. No Week Interval Owner shall permit his or her Week Interval Interest to be subject to any lien, claim or charge, the enforcement of which may result in any interference with the use or enjoyment thereof by any other Week Interval Owner, and in the event that the use and enjoyment of any one of the Fractional Units by any Week Interval Owner be threatened by reason of any lien, claim or charge against the Week Interval Interest of any other Week Interval Owner, or proceedings be instituted to effect any such interference, the Manager may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in that event, the Week Interval Owner whose Week Interval Interest was subject to such lien, claim or charge shall forthwith repay the amount so paid or expended to the Manager, together with such reasonable attorneys' fees and related costs as it may have incurred. No Week Interval Owner shall permit his or her interest in any funds from time to time in the possession of the Manager to be subjected to any attachment, lien or claim or charge, or any legal process, and each shall promptly restore any funds held by the Manager in respect of his or her Interval Interest to the extent depleted by reason of the assertion of any such attachment, lien, claim, charge or other legal process and reimburse the Manager for all reasonable attorneys' fees or other costs incurred in respect thereof.

14. Termination. This Week Ownership Declaration shall terminate on December 31, 2116 unless the Declarant or a Majority in Interest of Week Interval Owners votes to extend the time period thereof at a special meeting called for that purpose in accordance with Section 23, which extension shall be evidenced by an instrument duly executed and recorded in the Grafton County Registry of Deeds by Declarant or by the Trustee on behalf of the Week Interval Owners, as applicable. This Week Ownership Declaration may be sooner terminated by the Manager upon a joint affirmative vote of Declarant and Week Interval Owners holding at least seventy-five percent (75%) of the total Week Percentage Interest present or represented by proxy and voting at a special meeting called for that purpose in accordance with Section 23 together with the consent of all of the mortgagees holding interests in the Fractional Interests identified in Appendix A hereto, which termination shall likewise be evidenced by an instrument duly executed and recorded in said registry by the Trustee. Upon termination of this Week Ownership Declaration, the Fractional Interests and Fractional Units identified on Appendices A and B shall be free and clear of all covenants, conditions and restrictions created hereunder, except that the Trustee shall have the power to sell, convey, transfer or otherwise dispose of the Fractional Interests upon such terms and conditions as they deem advisable in the discharge of their fiduciary duties, provided that each Week Interval Owner shall share in the proceeds therefrom based on his or her Week Percentage Interest. If a Week Interval Owner's Interval Interest is subject to any lien, security interest or encumbrance evidenced in the records of the Manager, such proceeds shall be first paid to the holder or holders of such lien(s) as his or her (their) interests may appear and the remainder, if any, shall be paid to the Week Interval Owner. Any actions of the Week Interval Owners contemplated by this Section shall be taken at a special meeting of Week Interval Owners called pursuant to Section 23 hereof. Each Week Interval Owner shall be bound by any and all lawful action taken by the Trustee and shall be deemed to have appointed the Trustee, as his or her attorney-in-fact to execute any and all documents and to do any act necessary or advisable to effectuate the action. This Week Ownership Declaration shall automatically terminate upon either: (i) termination of the Condominium pursuant to RSA 356-B:34; or (ii) termination of the Fractional Declaration in accordance with the terms thereof, whereupon Week Interval Owners shall be tenants in common with the Fractional Owners and/or Unit Owners with respect to the Condominium property, with rights to the assets in the Unit Owners Association under RSA 356-B:34, and right to share in common profits of the Condominium and disposition thereof under RSA 356-B:44, in proportion to their Week Percentage Interest.

15. Notices. Notices provided for in this Week Ownership Declaration shall be in writing or by email, where Week Interval Owners have consented to electronic notification and shall be deemed sufficiently given when delivered personally or when deposited in the United States mail, postage prepaid, addressed to any Interval Owner at the last postal or email address such Week Interval Owner designates to the Manager for delivery of notices, or in the event of no such designation, at such Week Interval Owner's last known address or, if there is none, to the address of the Fractional Unit to which his or her Week Interval Interest pertains.

16. Severability. If any provision of this Week Ownership Declaration shall be held invalid, it shall not affect the validity of the remainder of this Week Ownership Declaration.

17. Occupation of Fractional Unit by Person in Week Interval Owner's Place. In the event a Week Interval Owner does not desire or is unable to occupy a Fractional unit and use in common with others the Common Area and the rights and easements appurtenant thereto during any of his or her Use Period in any year this Week Ownership Declaration is in force and effect, the Week Interval Owner may elect to notify the Manager and enroll the Week Interval Interest in a rental program subject to the terms and conditions therefore under the Fractional Declaration.

18. Successors. The provisions of this Week Ownership Declaration shall be for the benefit of each Week Interval Owner and shall be binding upon all parties having or acquiring

any right, title, or interest in the Fractional Interests. Each Week Interval Owner shall have a right to assign, sell or transfer his or her Week Interval Interest; provided, however, that any such assignment, sale or transfer shall be executed on forms prescribed by the Manager and shall not be valid until accepted by the Manager. Under no circumstances will the Manager accept an assignment, sale or transfer of the Week Interval Interest unless the forms have been properly executed and filed with the Manager, the successor or assignee of the Week Interval Owner has agreed to assume all of his or her rights and duties as provided herein and the Week Interval Owner has paid in full the purchase price of his or her Week Interval Interest and all previously assessed annual fees and other accrued obligations hereunder. The proceeds of any assignment, sale or transfer by a Week Interval Owner shall belong solely to the Week Interval Owner making the same. Each Week Interval Owner shall be fully discharged and relieved of liability on the covenants hereunder insofar as the same relate to his or her Week Interval Interest upon ceasing to own any interest therein and paying all sums and performing all obligations hereunder in respect of such Week Interval Interest to the time his or her ownership terminated. The assignment, sale or transfer of any Week Interval Interest shall operate to vest in the new Week Interval Owner the interest of the prior Week Interval Owner in funds in the hands of the Manager without further instrument of transfer.

19. Exemption. No Week Interval Owner may exempt himself from liability for any obligations set forth in this Week Ownership Declaration by any waiver of the use or enjoyment of his or her Interval Interest or by any other action.

20. No Waiver. The failure to enforce any provision of this Week Ownership Declaration shall not constitute a waiver of the right to enforce such provision thereafter.

21. Interpretation. The section titles at the beginning of each numbered section of this Week Ownership Declaration are for convenience only and the words contained therein shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Week Ownership Declaration. As used herein, the singular shall include the plural and the masculine or neuter gender shall include the other genders.

22. Amendment.

(a) By the Declarant Only. This Week Ownership Declaration may be amended by Declarant alone without the consent of the Week Interval Owners for the purpose of amending Appendices A or B, or otherwise amending the provisions of the Week Interval Ownership program, by recording such amendment in the Grafton County Registry of Deeds, provided that no such amendment will have a material adverse effect on the Week Interval Owners, as determined by Declarant in its sole and reasonable discretion.

(b) By the Interval Owners and the Declarant. This Week Ownership Declaration may be also amended by a joint affirmative vote of the Declarant and a Majority in Interest of Week Interval Owners at a special meeting called for that purpose in the same manner as a special meeting is called under Section 14, provided that such amendment affects all Week Interval Owners in the same manner. Such amendment shall be recorded in the Grafton County Registry of Deeds, duly executed by the Declarant and by the Trustee on behalf of the Week Interval Owners.

(c) Effect of Amendment. Except as otherwise provided herein, every such amendment shall be binding upon every Week Interval Owner and every Week Interval Interest whether the burdens thereon are increased or decreased.


23. Meetings. Matters requiring action by the Week Interval Owners shall be addressed by special meeting called by the Trustee or Week Interval Owners holding at least twenty-five percent (25%) of the total Week Percentages of Interest. Notice of the special meeting shall be given by the Trustee at least thirty (30) days in advance to each Week Interval Owner. Interval Owners may vote in person or be represented by proxy. The Trustees shall preside at the meeting and may cast votes on behalf of the Week Interval Owners who are not present or represented by proxy at the meeting. A vote by holders of a Majority in Interest of Week Interval Owners shall be controlling.

24. Recording of Interval Interests, Mortgages, Etc. No Week Interval Owner shall record or file his or her Agreement, any notice thereof or any assignment or transfer of his or her rights thereunder in the Grafton County Registry of Deeds or any other governmental office or agency for the purpose of establishing his or her rights against any other party. The right, title and interest of a Week Interval Owner in a Week Interval Interest shall be recorded instead in a register maintained by the Manager. Any lien or encumbrance on, or assignment or transfer of, a Week Interval Interest shall be recorded in the register by the Manager. The Trustees may grant mortgages or other liens or encumbrances from time to time with respect to the Fractional Interests for the purpose of obtaining funds for the maintenance, repair or replacement thereof or the operation of the Week Interval Interest program in the event the reserves for anticipated expenses are insufficient to cover the costs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, the undersigned, duly authorized on behalf of Riverwalk at Loon Mountain, LLC, has executed this Declaration of Week Interval Ownership and Trust as of the 30 day of October, 2017.

RIVERWALK AT LOON MOUNTAIN, LLC

  
Dennis M. Ducharme, President

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK SS

The foregoing instrument was acknowledged before me this October 31, 2017 by Dennis M. Ducharme as President of Riverwalk at Loon Mountain, LLC.

(Seal, if any)



(Signature of notarial officer) Title (and Rank) [My  
commission expires \_\_\_\_\_]

**ERIK R. NEWMAN**  
Notary Public - New Hampshire  
My Commission Expires May 1, 2018

APPENDIX A

FRACTIONAL INTERESTS

<u>Fractional Interest/ Use Period</u>	<u>Fractional Interest Type</u>	<u>Fractional Percentage Interest</u>	<u>Week Percentage Interest</u>	<u>Number of Week Interval Interests</u>
210/212 (IV), (V) (VI) [Summer]	Seasonal	0.525%	0.0202%	26
401/403	Whole	1.10%	0.0212%	52

APPENDIX B  
FRACTIONAL UNITS

<u>Unit</u>	<u>Unit Style</u>
210/212	2 Bedroom
401/403	2 Bedroom

**STAMP ADDED TO  
CAPTURE IMAGE  
BY GRAFTON COUNTY  
REGISTRY OF DEEDS**

Return to:  
Caroline K. Leonard  
Gallagher, Callahan & Gattrell, P.C.  
214 N. Main St.  
Concord, NH 03301

E # 20005159 05/06/2020 09:01 AM  
Book 4517 Page 476 Page 1 of 4  
Register of Deeds, Grafton County



**FIRST AMENDMENT OF**  
**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM**  
**DECLARATION OF WEEK INTERVAL OWNERSHIP AND TRUST**

Riverwalk at Loon Mountain, LLC, whose address is 22 South Mountain Drive, P.O. Box 69, Lincoln, New Hampshire 03251 ("Declarant"), does hereby amend the Declaration of Week Interval Ownership and Trust dated October 3, 2017 and recorded at Book 4345, Page 0662 in the Grafton County Registry of Deeds ("the Week Interval Declaration"), as follows:

**WHEREAS**, Declarant wishes to amend the Week Interval Declaration to permit the Declarant to offer the option of purchasing a biennial use period to Week Interval Owners that will allow them to use Fractional Units submitted to the Declaration in alternate years; and

**WHEREAS**, such amendment will not have a material adverse effect on Week Interval Owners.

**NOW THEREFORE**, Declarant hereby amends the Week Interval Declaration as follows:

1. Definitions. Amend Subsection 1(o):

o. "Use Period" shall mean a Week Interval in each year or every other year during which a Fractional Unit may be occupied by a Week Interval Owner, which Use Period shall be designated in the Week Interval Owner's Agreement and Certificate of Beneficial Week Interval Ownership.

2. Appendix A. Amend Appendix A by replacing the same with the appendix attached hereto.

3. Effect. In all other respects, the Week Interval Declaration shall remain in full force and effect.

In witness whereof, the undersigned, duly authorized on behalf of Riverwalk at Loon Mountain, LLC, has executed this First Amendment of Declaration of Week Interval Ownership and Trust as of the 1<sup>st</sup> day of May, 2020,

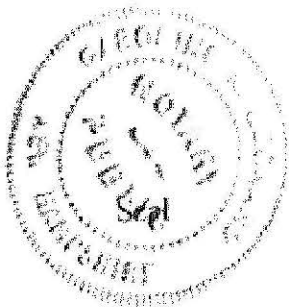
RIVERWALK AT LOON MOUNTAIN, LLC



Dennis M. Ducharme, President

State of New Hampshire  
County of Merrimack

Pursuant to Emergency Order #11, "Temporary authority to perform secure remote online notarization," issued pursuant to Executive Order 2020-04, subscribed and sworn to before me, Caroline K. Leonard, Esq., via Zoom, I reasonably identified Dennis Ducharme, Managing Member of Riverwalk at Loon Mountain, LLC, through personal knowledge, and personally created an audio and visual recording of the performance of the notarization and have retained such recording in my files, dated this 1<sup>st</sup> day of May, 2020, the date I witnessed the signature via the electronic device that provided the audio/video presence.



Justice of the Peace/Notary Public  
My Commission Expires:

**CAROLINE K. LEONARD**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
November 14, 2023

APPENDIX A

FRACTIONAL INTERESTS

<u>Fractional Interest/</u>	<u>Fractional Interest</u>	<u>Fractional Percentage</u>	<u>Week Percentage</u>	<u>Number of</u>
<u>Use Period</u>	<u>Type</u>	<u>Interest</u>	<u>Interest</u>	<u>Interval</u>
<u>Interests</u>				
210/212 (IV), (V) (VI) [Summer]	Seasonal	0.525%	0.0202%	26
401/403	Whole	1.10%	0.0212%	52

The Fractional and Week percentages of Week Interval Owners having the right to use the Week Interval Units in every other year shall be 50% of the percentages for Week Interval Owners having the right to use the Week Interval Units in each year. The Week Interval Owners having the right to use the Week Interval Units in each year may be referred to as Annual Week Interval Owners and those that have the right to use the Week Interval Units in every other year may be referred to as Biennial Week Interval Owners.

APPENDIX B

FRACTIONAL UNITS

<u>Unit</u>	<u>Unit Style</u>
210/212	2 Bedroom
401/403	2 Bedroom

# Exhibit 4

# Exhibit 4A

**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
WHOLE UNIT OWNERSHIP SALES AGREEMENT**

This Agreement is effective as of this **Contract Date** by and between InnSeason Management, Inc. with an address of 75 Perseverance Way, Hyannis, MA 02601, duly authorized sales agent on behalf of Riverwalk at Loon Mountain, L.L.C., with a principal place of business of 75 Perseverance Way, Hyannis, MA 02601 “Seller,” and **Purchasers Full Names**, of **Purchasers Address** (Ph:) **Purchasers Phone Number** hereinafter “Purchaser”.

1. AGREEMENT. For a Purchase Price of **Purchase Price**, Seller agrees to sell, and the Purchaser agrees to purchase, Condominium Unit No. **Unit Number** at Riverwalk at Loon Mountain, A Condominium, located in Lincoln, NH (the “Condominium”) and corresponding Percentage Interest assigned to said Unit, as such Unit and Percentage Interest are established under and defined, described and identified in that certain “Declaration of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time, (“Condominium Declaration”), entitling the Purchaser to exclusive occupancy of said Unit in accordance with the terms, and conditions of the Condominium Declaration and rules and regulations adopted thereunder and to use in common with others the Common Area of the Condominium.

Seller plans to develop the Condominium in three Phases. Phase 1 is complete and encompasses 79 Residential Units. Phase 2 is complete and encompasses 66 Residential Units. The plans for Phase 1 and 2 are attached as part of the public offering statement. Seller provides no guarantee of completion of Phase 3.

2. DEPOSIT.

Within **Days until 1st Deposit** days of the effective date of this Agreement, Purchaser shall deliver a deposit to the Seller in the amount of **First Deposit** (“Deposit”), which Deposit shall be credited to the Purchase Price. The initial deposit and subsequent payments made pursuant to this Agreement shall be held by the Seller’s escrow agent, United Title & Escrow Services, LLC, with an address 1892 Elm Street, Manchester, NH 03104, in an escrow account in accordance with applicable law. If the Purchaser defaults in the performance of his obligation under this Agreement, any funds paid as a deposit or down payment shall be payable to the Seller as liquidated damages. An additional **Second Deposit** will be due **Days until 2nd Deposit** days from the contract date.

### 3. CLOSING.

Closing shall be held at a mutually convenient date, time and place for closing within 60 days this Agreement's Contract Date. At Closing, Seller shall convey the Unit to the Purchaser by Warranty Deed in the form substantially similar to that attached hereto as Exhibit A and the Purchase Price plus Closing Costs detailed as follows, less the Deposit, shall be paid in immediately available funds. Each party shall bear its own costs and expenses including Purchaser's responsibility for the following (next page) Closing Costs:

Purchase Price:	<b>Purchase Price</b>
Closing Costs:	<b>TBD</b>
Less Initial Deposit:	<b>(First Deposit)</b>
Less Second Deposit:	<b>(Second Deposit)</b>
TOTAL DUE AT CLOSING:	<b>TBD</b>

4. PURCHASER'S RIGHT OF CANCELLATION. Purchase of the Whole Unit Ownership described herein is subject to cancellation by the Purchaser within five days from the Contract Date, or delivery of the current Public Offering Statement to the Purchaser whichever is later. If the Purchaser elects to cancel, he may do so by notice thereof, hand-delivered or deposited in the U.S. Mail, return receipt requested, within the five day period, to the Seller at P.O. Box 69, Lincoln, NH 03251 or to any agent of the Seller; provided, however, that if the Purchaser elects to mail the notice of cancellation, the Purchaser must also provide the Seller with telephone notice of cancellation within the five day period. Such cancellation shall be without penalty, and any deposit made by Purchaser shall be refunded in its entirety not later than 10 days from the receipt of such written notice of cancellation. Contract Date means the date on which the Agreement is executed by the Purchaser.

5. MANNER OF NOTICE. Any notice required or permitted to be given by this Agreement shall be given by mailing or delivering in person a written notice at the addresses set forth in the first paragraph.

6. AMENDMENT. This Agreement may not be amended except by written instrument executed and delivered by the Purchaser and Seller.

7. LIQUIDATED DAMAGES. If Purchaser defaults in its obligations under this Agreement it agrees that Seller shall be entitled to retain the Deposit as liquidated damages.

8. COMPLETE AGREEMENT OF PARTIES. This Agreement and the Condominium Declaration that is incorporated herein by reference contain the complete agreement between the parties. In the event of a conflict in the interpretation of the provisions of this Agreement and the Condominium Declaration, the provisions of the Condominium Declaration shall control. Purchaser agrees that he or she has inspected, or has been given the opportunity to inspect, the Unit and the Common Area of the Condominium, is fully aware of the terms and conditions of this Agreement and the Condominium Documents, Public Offering Statement and Exhibits thereto and has not executed this Agreement in reliance upon any representation other than those representations contained therein.

9. CHOICE OF LAW. This Agreement shall be governed exclusively by the laws of the State of New Hampshire.

10. RECORDING IN THE REAL ESTATE REGISTRY. This Agreement shall not be recorded.

11. INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. OBLIGATIONS JOINT AND SEVERAL. If two or more persons are named as the Whole Unit Owner, their obligations under this Agreement shall be joint and several, and unless otherwise revoked in writing, each hereby appoints the other to act as his or her agent to execute any and all documents relating to their Whole Unit Ownership.

13. MISCELLANEOUS. This Agreement may not be assigned by Purchaser to any person or entity without the prior written consent of the Seller or its assignee or transferee. The parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction except for InnSeason Management, Inc. agent on behalf of Seller and each party agrees to indemnify and hold harmless the other for claims of any party claiming a commission on behalf of any such representation.

ADDITIONAL TERMS. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, OR ON THE ADDITIONAL PAGES ATTACHED HERETO, WHICH ARE MADE A PART OF THIS AGREEMENT.

PURCHASER(S):

\_\_\_\_\_

**First Purchasers Name**

**Date**

\_\_\_\_\_

**Second Purchasers Name**

**Date**

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

SELLER:

RIVERWALK AT LOON MOUNTAIN, LLC

Through its duly authorized sales agent:  
InnSeason Management, Inc.

---

By: Dennis M. Ducharme, Director

## ADDITIONAL TERMS AND CONDITIONS

- 1. Maintenance Fee.** Purchaser understands and agrees that in accordance with the Condominium Declaration, Purchaser will be responsible for the above described Unit's share of common expenses, assessments, maintenance fees, and any and all other expenses incurred in the operation of said Condominium based on the Percentage Interest assigned under the Condominium Declaration. The assessment is shown in the budget attached to the public offering statement.
- 2. Purchaser's Financing Not a Condition of Closing.** Seller is not providing financing to Purchaser and Purchaser's performance of its obligations under this Agreement is not subject to Purchaser's ability to obtain financing.
- 3. Not an Investment.** Purchaser understands that although the Whole Ownership may increase in value, Purchaser is purchasing it for Purchaser's personal use and enjoyment and not for investment purposes, without reliance on representations concerning rentals, rent return, tax advantage, depreciation, investment potential, resale or other financial advantage. Purchaser will not use the applicable condominium unit as his or her principal residence.
- 4. Rules and Regulations.** Whole Unit Ownership is subject to rules and regulations that are attached to the Public Offering Statement, which rules and regulations may be amended from time to time with prior notice of at least 30 days.
- 5. Owners' Association's Lien / Default.** Purchaser understands and agrees that the Whole Unit Ownership is subject to a lien for the benefit of the Unit Owners' Association to secure performance of his or her obligations under the Condominium Declaration, including payment of maintenance fees. Purchaser understands and agrees that in the event he or she fails to comply with any provisions of the Condominium Declaration, he or she shall be deemed to be in default, and the Seller may take any action or pursue any remedy as provided by the Condominium Declaration.'
- 6. Modifications and Changes.** The Condominium Declaration, Unit Owners' Association By-Laws and Exhibits thereto (collectively "Condominium Documents"), have been or will be recorded. Seller reserves the right to make changes in any such recorded Condominium Documents as Seller, any governmental authorities having jurisdiction over the Condominium property, or Seller's lender may require or deem necessary, provided Seller is authorized to so amend under the terms thereof and that such changes do not materially affect the rights of Purchaser.

**7. Trading Network.** The Unit Owners Association has executed agreements with Resort Condominiums International, Inc. ("RCI"), under which RCI may provide reciprocal exchange service with Purchaser. Seller will provide one year access to the RCI network, commencing upon the date of Closing, at no cost to Purchaser. The purpose of this service is to allow Purchaser the option of exchanging occupancy of his Unit for occupancy at other resorts participating in the RCI program. Seller makes no representations as to the present or future services to be provided by RCI, nor as to the availability, continuance, success, failure of RCI's reciprocal exchange program. Any representations made regarding the exchange program either orally or in brochures and literature of RCI are solely the representations of RCI.

**8. Sales Representations.** Would you please list anything EXTRA that was promised to you today by any Riverwalk at Loon Mountain Sales Representatives other than what is described in this Agreement. Also please indicate the Representative's Name.

**Extra Conditions:**

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

**9. Brownfield Property Disclosure.** The real estate on which the Condominium is developed, which encompasses the former location of the Franconia Paper Mill, had been designated by the New Hampshire Department of Environmental Services as a contaminated Brownfield site, but which has been deemed cleaned up and brought to resolution under the New Hampshire Brownfield Program site cleanup program, administered by the Department of Environmental Services, notwithstanding the burial of certain asbestos containing fill on the property conducted under the regulatory oversight and approval of Department of Environmental Services. Purchaser may review the complete Brownfield Program file on the property by making an appointment with the N.H. Dept. of Environmental Services, 33 Hazen Drive, Concord, NH 03301.

**10. Statutory and Limited Warranties.** Declarant warrants the Unit against structural defects for one year in accordance with RSA 356-B:41(11) and extends to Purchaser a limited warranty against defects in workmanship and material for a period of 90 days from the date of Closing. During the warranty period, the Declarant will at its option repair, replace or pay for any defective materials or workmanship. The foregoing limited warranties are in lieu of all other warranties, expressed or implied, and by acceptance hereof, the purchaser agrees that there is no other expressed or implied warranty by the Declarant. The provisions of this section shall survive the Closing.

**11. Right of First Refusal.** If Purchaser wishes to sell his or her Whole Unit Ownership, the Declarant under the Condominium Declaration shall have a right of first refusal to purchase the Whole Unit Ownership on the same terms and conditions as agreed to in a fully executed Purchase and Sales Agreement between the selling Owner and the third party bona fide purchaser, including financing, for so long as the Declarant has any control of the Condominium. In such event, the selling Owner must deliver to the Declarant, by certified mail, return receipt requested, a written copy of the Purchase and Sales Agreement within 5 days of the execution of said Purchase and Sales Agreement. If the closing date in the Purchase and Sales Agreement is less than 30 days from the date of Declarant's receipt of the Purchase and Sales Agreement, the Declarant shall have a minimum of 30 days from the date of receipt to close on the transaction. When the Declarant no longer controls the Condominium, Declarant's Right of First Refusal shall automatically pass to the Riverwalk Unit Owners' Association under the same terms as set forth above. The provisions of this section shall survive the Closing under this Sales Agreement.

**12. Public Offering Statement.** By signing below, Purchaser acknowledges receipt of a Public Offering Statement for the Condominium, including all Exhibits identified in the Index thereto:

PURCHASER(S):

\_\_\_\_\_  
**First Purchasers Name**                      **Date**

\_\_\_\_\_  
**Second Purchasers Name**                      **Date**

# Exhibit 4B

**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
FRACTIONAL INTEREST OWNERSHIP SALES AGREEMENT**

This Agreement is effective as of this **DATE** by and between InnSeason Management, Inc. with an address of 75 Perseverance Way, Hyannis, MA 02601, duly authorized sales agent on behalf of Riverwalk at Loon Mountain, L.L.C., Mountain, L.L.C., with a principal place of business of 75 Perseverance Way, Hyannis, MA 02601 “Seller,” and **PURCHASER**, of **ADDRESS** (Ph: **PHONE** hereinafter “Purchaser”.

1. AGREEMENT. For a Purchase Price of **PRICE**, Seller agrees to sell, and the Purchaser agrees to purchase, **1**, One Sixth Fractional Interest in Condominium Unit No. **UNIT #** and Use Period **FRACTION #** and corresponding Fractional Percentage Interest assigned to said Fractional Interest, as such Fractional Interest and Fractional Percentage Interest are established under and defined, described, and identified by that certain “Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time (the “Fractional Declaration”), which Fractional Interest entitles Purchaser to exclusive occupancy of said Unit at Riverwalk at Loon Mountain, A Condominium (“Condominium”) during said Use Period and to use in common with others the Common Areas of the Condominium, which Unit was established under and defined, described, and identified in that certain “Declaration of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time, (“Condominium Declaration”), which ownership and occupancy is subject to the terms and conditions of the Condominium Declaration and Fractional Declaration and rules and regulations adopted thereunder.

Seller plans to develop the Condominium in three Phases. Phase 1 is complete and encompasses 79 Residential Units. Phase 2 is complete and encompasses 66 Residential Units. The plans for Phase 1 and 2 are attached as part of the public offering statement. Seller provides no guarantee of completion of Phase 3.

2. DEPOSIT.

Within **Days until 1st Deposit** days of the effective date of this Agreement, Purchaser shall deliver a deposit to the Seller in the amount of **First Deposit** (“Deposit”), which Deposit shall be credited to the Purchase Price. The initial deposit and subsequent payments made pursuant to this Agreement shall be held by the Seller, Riverwalk at Loon Mountain, LLC, in an escrow account in accordance with applicable law. If the Purchaser defaults in the performance of his obligation under this Agreement, any funds paid as a deposit or down payment shall be payable to the Seller as liquidated damages. An additional **Second Deposit** will be due **Days until 2nd Deposit** days from the contract date.

3. CLOSING.

Closing shall be held at a mutually convenient date, time and place for closing within 60 days of this Agreement's Contract Date. At Closing, Seller shall convey the Fractional Interest to the Purchaser by Warranty Deed in the form substantially similar to that attached hereto as Exhibit A and the Purchase Price plus Closing Costs detailed as follows, less the Deposit, shall be paid in immediately available funds. Each party shall bear its own costs and expenses including Purchaser's responsibility for the following Closing Costs.

Purchase Price:	<b><u>Purchase Price</u></b>
Closing Costs:	<b><u>TBD</u></b>
Less Initial Deposit:	<b><u>(First Deposit)</u></b>
Less Second Deposit:	<b><u>(Second Deposit)</u></b>
TOTAL DUE AT CLOSING:	<b><u>TBD</u></b>

4. PURCHASER'S RIGHT OF CANCELLATION. Purchase of the Fractional Interest described herein is subject to cancellation by the Purchaser within five days from the Contract Date, or delivery of the current Public Offering Statement to the Purchaser whichever is later. If the Purchaser elects to cancel, he may do so by notice thereof, hand-delivered or deposited in the U.S. Mail, return receipt requested, within the five day period, to the Seller at P.O. Box 69, Lincoln, NH 03251 or to any agent of the Seller; provided, however, that if the Purchaser elects to mail the notice of cancellation, the Purchaser must also provide the Seller with telephone notice of cancellation within the five day period. Such cancellation shall be without penalty, and any deposit made by Purchaser shall be refunded in its entirety not later than 10 days from the receipt of such written notice of cancellation. Contract Date means the date on which the Agreement is executed by the Purchaser.

5. MANNER OF NOTICE. Any notice required or permitted to be given by this Agreement shall be given by mailing or delivering in person a written notice at the addresses set forth in the first paragraph.

6. AMENDMENT. This Agreement may not be amended except by written instrument executed and delivered by the Purchaser and Seller.

7. LIQUIDATED DAMAGES. If Purchaser defaults in its obligations under this Agreement it agrees that Seller shall be entitled to retain the Deposit as liquidated damages.

8. COMPLETE AGREEMENT OF PARTIES. This Agreement and the Condominium Declaration and Fractional Declaration and their respective Exhibits that are incorporated herein by reference contain the complete agreement between the parties. In the event of a conflict in the interpretation of the provisions of this Agreement and the Condominium Declaration and Fractional Declaration, the provisions of the Condominium Declaration and Fractional Declaration shall control. Purchaser

agrees that he or she has inspected, or has been given the opportunity to inspect, the Unit and the Common Area of the Condominium, is fully aware of the terms and conditions of this Agreement, the Condominium Declaration, Fractional Declaration, Public Offering Statement and Exhibits thereto and has not executed this Agreement in reliance upon any representation other than those representations contained therein.

9. CHOICE OF LAW. This Agreement shall be governed exclusively by the laws of the State of New Hampshire.

10. RECORDING IN THE REAL ESTATE REGISTRY. This Agreement shall not be recorded.

11. INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. OBLIGATIONS JOINT AND SEVERAL. If two or more persons are named as the Fractional Interest Owner, their obligations under this Agreement shall be joint and several, and unless otherwise revoked in writing, each hereby appoints the other to act as his or her agent to execute any and all documents relating to their Fractional Ownership.

13. MISCELLANEOUS. This Agreement may not be assigned by Purchaser to any person or entity without the prior written consent of Seller or its assignee or transferee. The parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction except for InnSeason Management, Inc. agent on behalf of Seller and each party agrees to indemnify and hold harmless the other for claims of any party claiming a commission on behalf of any such representation.

14. ADDITIONAL TERMS. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, OR ON THE ADDITIONAL PAGES ATTACHED HERETO, WHICH ARE MADE A PART OF THIS AGREEMENT.

PURCHASER(S):

**First Purchasers Name** \_\_\_\_\_ **Date**

**Second Purchasers Name** \_\_\_\_\_ **Date**

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

SELLER:

RIVERWALK AT LOON MOUNTAIN, LLC

Through its duly authorized sales agent:  
InnSeason Management, Inc.

---

By: Dennis M. Ducharme, Director

## ADDITIONAL TERMS AND CONDITIONS

- 1. Maintenance Fee.** Purchaser understands and agrees that in accordance with the Condominium Declaration and Fractional Declaration, Purchaser will be responsible for the above described Fractional Interest's share of common expenses, assessments, maintenance fees, and any and all other expenses incurred in the operation of said Condominium based on the Fractional Percentage Interest assigned under the Fractional Declaration and in accordance with the Condominium Declaration. The assessment is shown in the budget attached to the public offering statement.
- 2. Purchaser's Financing Not a Condition of Closing.** Seller is not providing financing to Purchaser and Purchaser's performance of its obligations under this Agreement is not subject to Purchaser's ability to obtain financing.
- 3. Not an Investment.** Purchaser understands that although the Fractional Ownership may increase in value, Purchaser is purchasing it for Purchaser's personal use and enjoyment and not for investment purposes, without reliance on representations concerning rentals, rent return, tax advantage, depreciation, investment potential, resale or other financial advantage. Purchaser will not use the applicable condominium unit as his or her principal residence.
- 4. Rules and Regulations.** Fractional Unit Ownership is subject to rules and regulations that are attached to the Public Offering Statement, which rules and regulations may be amended from time to time with prior notice of at least 30 days.
- 5. Owners' Association's Lien / Default.** Purchaser understands and agrees that the Fractional Ownership is subject to a lien for the benefit of the Unit Owners' Association to secure performance of his or her obligations under the Condominium Declaration and Fractional Declaration, including payment of maintenance fees. Purchaser understands and agrees that in the event he or she fails to comply with any provisions of the Condominium Declaration or Fractional Declaration, he or she shall be deemed to be in default, and the Seller may take any action or pursue any remedy as provided by the Condominium Declaration or Fractional Declaration.
- 6. Modifications and Changes.** The Condominium Declaration, Unit Owners' Association By-Laws and Exhibits thereto (collectively "Condominium Documents"), have been or will be recorded. Seller reserves the right to make changes in any such recorded Condominium Documents and to the Fractional Declaration, as Seller, any governmental authorities having jurisdiction over the Condominium property, or Seller's lender may require or deem necessary, provided Seller is authorized to so amend under the terms thereof and that such changes do not materially affect the rights of Purchaser.

**7. Trading Network.** The Association has executed agreements with Resort Condominiums International, Inc. ("RCI"), under which RCI may provide reciprocal exchange service with Purchaser. Seller will provide one year access to the RCI network, commencing upon the date of Closing, at no cost to Purchaser. The purpose of this service is to allow Purchaser the option of exchanging occupancy of his Fractional Ownership for occupancy at other timeshare resorts participating in the RCI program. Seller makes no representations as to the present or future services to be provided by RCI, nor as to the availability, continuance, success, failure of RCI's reciprocal exchange program. Any representations made regarding the exchange program either orally or in brochures and literature of RCI are solely the representations of RCI.

**8. Sales Representations.** Would you please list anything additional that was promised to you today by any Riverwalk at Loon Mountain Sales Representatives other than what is described in this Agreement. Also please indicate the Representative's Name.

**Extra Conditions:**

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

**9. Brownfield Property Disclosure.** The real estate on which the Condominium is developed, which encompasses the former location of the Franconia Paper Mill, had been designated by the New Hampshire Department of Environmental Services as a contaminated Brownfield site, but which has been deemed cleaned up and brought to resolution under the New Hampshire Brownfield Program site cleanup program, administered by the Department of Environmental Services, notwithstanding the burial of certain asbestos containing fill on the property conducted under the regulatory oversight and approval of Department of Environmental Services. Purchaser may review the complete Brownfield Program file on the property by making an appointment with the N.H. Dept. of Environmental Services, 33 Hazen Drive, Concord, NH 03301.

**10. Statutory and Limited Warranties.** Declarant warrants the Unit to which the Fractional Ownership Interest relates against structural defects for one year in accordance with RSA 356-B:41(II) and extends to Purchaser a limited warranty against defects in workmanship and material. The foregoing limited warranties are in lieu of all other warranties, expressed or implied, and by acceptance hereof, the Purchaser agrees that there is no other expressed or implied warranty by the Declarant. The provisions of this section shall survive the Closing.

**11. Right of First Refusal.** If Purchaser wishes to sell his or her Fractional Ownership Interest, the Declarant under the Condominium Declaration shall have a right of first refusal to purchase the Fractional Ownership Interest on the same terms and conditions as agreed to in a fully executed Purchase and Sales Agreement between the selling Owner and the third party bona fide purchaser, including financing, for so long as the Declarant has any control of the Condominium. In such event, the selling Owner must deliver to the Declarant, by certified mail, return receipt requested, a written copy of the Purchase and Sales Agreement within 5 days of the execution of said Purchase and Sales Agreement. If the closing date in the Purchase and Sales Agreement is less than 30 days from the date of Declarant's receipt of the Purchase and Sales Agreement, the Declarant shall have a minimum of 30 days from the date of receipt to close on the transaction. When the Declarant no longer controls the Condominium, Declarant's Right of First Refusal shall automatically pass to the Riverwalk Unit Owners Association under the same terms as set forth above. The provisions of this section shall survive the Closing under this Sales Agreement.

**12. Public Offering Statement.** By signing below, Purchaser acknowledges receipt of a Public Offering Statement for the Condominium, including all Exhibits identified in the Index thereto:

\_\_\_\_\_  
**PURCHASER #1**                      **Date**

\_\_\_\_\_  
**PURCHASER #2**                      **Date**

# Exhibit 4C

**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
SEASONAL INTEREST OWNERSHIP SALES AGREEMENT**

This Agreement is effective as of **Contract Date** by and between InnSeason Management, Inc. with an address of 75 Perseverance Way, Hyannis, MA 02601, duly authorized sales agent on behalf of Riverwalk at Loon Mountain, L.L.C., with a principal place of business of 75 Perseverance Way, Hyannis, MA 02601 “Seller,” and **Purchasers Full Names**, of **Purchasers Address** (Ph:) **Purchasers Phone Number** hereinafter “Purchaser”.

1. AGREEMENT. For a Purchase Price of **Purchase Price**, Seller agrees to sell, and the Purchaser agrees to purchase, Three (3) One Sixth Fractional Interest in Condominium Unit No. **Unit Number** and the Use Periods, **Fractions** identified on the attached Owner Usage Calendar as comprising the **winter/summer** block and corresponding Fractional Percentage Interest assigned to said Fractional Interests, as such Fractional Interests and Fractional Percentage Interests are established under and defined described and identified by that certain “Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time (the “Fractional Declaration”), which Fractional Interest entitles Purchaser to exclusive occupancy of said Unit at Riverwalk at Loon Mountain, A Condominium (“Condominium”) during said Use Period and to use in common with others the Common Areas of the Condominium, which Unit was established under and defined, described and identified in that certain “Declaration of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time, (“Condominium Declaration”), which ownership and occupancy is subject to the terms and conditions of the Condominium Declaration and Fractional Declaration and rules and regulations adopted thereunder.

Seller plans to develop the Condominium in three Phases. Phase 1 is complete and encompasses 79 Residential Units. Phase 2 is complete and encompasses 66 Residential Units. The plans for Phase 1 and 2 are attached as part of the public offering statement. Seller provides no guarantee of completion of Phase 3.

2. DEPOSIT.

Within **Days until 1st Deposit** days of the effective date of this Agreement, Purchaser shall deliver a deposit to the Seller in the amount of **First Deposit** (“Deposit”), which Deposit shall be credited to the Purchase Price. The initial deposit and subsequent payments made pursuant to this Agreement shall be held by the Seller’s escrow agent, United Title & Escrow Services, LLC, with an address 1892 Elm Street, Manchester, NH 03104, in an escrow account in accordance with applicable law. If the Purchaser defaults in the performance of his obligation under this Agreement, any funds paid as a deposit or down payment shall be payable to the Seller as liquidated damages. An additional **Second Deposit** will be due **Days until 2nd Deposit** days from the contract date.

3. CLOSING.

Closing shall be held at a mutually convenient date, time and place for closing within 60 days this Agreement's Contract Date. At Closing, Seller shall convey the Fractional Interests comprising the Seasonal Fractional Ownership to the Purchaser by Warranty Deed in the form substantially similar to that attached hereto as Exhibit A and the Purchase Price plus Closing Costs detailed as follows, less the Deposit, shall be paid in immediately available funds. Each party shall bear its own costs and expenses including Purchaser's responsibility for the following Closing Costs.

Purchase Price:	<b><u>Purchase Price</u></b>
Closing Costs:	<b><u>STBD</u></b>
Less Initial Deposit:	<b><u>(First Deposit)</u></b>
Less Second Deposit:	<b><u>(Second Deposit)</u></b>
TOTAL DUE AT CLOSING:	<b><u>STBD</u></b>

4. PURCHASER'S RIGHT OF CANCELLATION. Purchase of the Fractional Interest described herein is subject to cancellation by the Purchaser within five days from the Contract Date, or delivery of the current Public Offering Statement to the Purchaser whichever is later. If the Purchaser elects to cancel, he may do so by notice thereof, hand-delivered or deposited in the U.S. Mail, return receipt requested, within the five day period, to the Seller at P.O. Box 69, Lincoln, NH 03251 or to any agent of the Seller; provided, however, that if the Purchaser elects to mail the notice of cancellation, the Purchaser must also provide the Seller with telephone notice of cancellation within the five day period. Such cancellation shall be without penalty, and any deposit made by Purchaser shall be refunded in its entirety not later than 10 days from the receipt of such written notice of cancellation. Contract Date means the date on which the Agreement is executed by the Purchaser.

5. MANNER OF NOTICE. Any notice required or permitted to be given by this Agreement shall be given by mailing or delivering in person a written notice at the addresses set forth in the first paragraph.

6. AMENDMENT. This Agreement may not be amended except by written instrument executed and delivered by the Purchaser and Seller.

7. LIQUIDATED DAMAGES. If Purchaser defaults in its obligations under this Agreement it agrees that Seller shall be entitled to retain the Deposit as liquidated damages.

8. COMPLETE AGREEMENT OF PARTIES. This Agreement and the Condominium Declaration and Fractional Declaration and their respective Exhibits that are incorporated herein by reference contain the complete agreement between the parties. In the event of a conflict in the

interpretation of the provisions of this Agreement and the Condominium Declaration and Fractional Declaration, the provisions of the Condominium Declaration and Fractional Declaration shall control. Purchaser agrees that he or she has inspected, or has been given the opportunity to inspect, the Unit and the Common Area of the Condominium, is fully aware of the terms and conditions of this Agreement, the Condominium Declaration, Fractional Declaration, Public Offering Statement and Exhibits thereto and has not executed this Agreement in reliance upon any representation other than those representations contained therein.

9. CHOICE OF LAW. This Agreement shall be governed exclusively by the laws of the State of New Hampshire.

10. RECORDING IN THE REAL ESTATE REGISTRY. This Agreement shall not be recorded.

11. INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. OBLIGATIONS JOINT AND SEVERAL. If two or more persons are named as the Fractional Interest Owner, their obligations under this Agreement shall be joint and several, and unless otherwise revoked in writing, each hereby appoints the other to act as his or her agent to execute any and all documents relating to their Fractional Ownership.

13. MISCELLANEOUS. This Agreement may not be assigned by Purchaser to any person or entity without the prior written consent of Seller or its assignee or transferee. The parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction except for InnSeason Management, Inc. agent on behalf of Seller and each party agrees to indemnify and hold harmless the other for claims of any party claiming a commission on behalf of any such representation.

ADDITIONAL TERMS. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, OR ON THE ADDITIONAL PAGES ATTACHED HERETO, WHICH ARE MADE A PART OF THIS AGREEMENT.

PURCHASER(S):

**First Purchasers Name**

**Date**

**Second Purchasers Name**

**Date**

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

SELLER:

RIVERWALK AT LOON MOUNTAIN, LLC

Through its duly authorized sales agent:  
InnSeason Management, Inc.

\_\_\_\_\_  
By: Dennis M. Ducharme, Director

## ADDITIONAL TERMS AND CONDITIONS

- 1. Maintenance Fee.** Purchaser understands and agrees that in accordance with the Condominium Declaration and Fractional Declaration, Purchaser will be responsible for the above described Fractional Interest's share of common expenses, assessments, maintenance fees, and any and all other expenses incurred in the operation of said Condominium based on the Fractional Percentage Interest assigned under the Fractional Declaration and in accordance with the Condominium Declaration. The assessment is shown in the budget attached to the public offering statement.
- 2. Purchaser's Financing Not a Condition of Closing.** Seller is not providing financing to Purchaser and Purchaser's performance of its obligations under this Agreement is not subject to Purchaser's ability to obtain financing.
- 3. Not an Investment.** Purchaser understands that although the Fractional Ownership may increase in value, Purchaser is purchasing it for Purchaser's personal use and enjoyment and not for investment purposes, without reliance on representations concerning rentals, rent return, tax advantage, depreciation, investment potential, resale or other financial advantage. Purchaser will not use the applicable condominium unit as his or her principal residence.
- 4. Rules and Regulations.** Fractional Ownership is subject to rules and regulations that are attached to the Public Offering Statement, which rules and regulations may be amended from time to time with prior notice of at least 30 days.
- 5. Owners' Association's Lien / Default.** Purchaser understands and agrees that the Fractional Ownership is subject to a lien for the benefit of the Unit Owners' Association to secure performance of his or her obligations under the Condominium Declaration and Fractional Declaration, including payment of maintenance fees. Purchaser understands and agrees that in the event he or she fails to comply with any provisions of the Condominium Declaration or Fractional Declaration, he or she shall be deemed to be in default, and the Seller may take any action or pursue any remedy as provided by the Condominium Declaration or Fractional Declaration.
- 6. Modifications and Changes.** The Condominium Declaration, Unit Owners' Association By-Laws and Exhibits thereto (collectively "Condominium Documents"), have been or will be recorded. Seller reserves the right to make changes in any such recorded Condominium Documents and to the Fractional Declaration, as Seller, any governmental authorities having jurisdiction over the Condominium property, or Seller's lender may require or deem necessary, provided Seller is authorized to so amend under the terms thereof and that such changes do not materially affect the rights of Purchaser.

**7. Trading Network.** The Association has executed agreements with Resort Condominiums International, Inc. ("RCI"), under which RCI may provide reciprocal exchange service with Purchaser. Seller will provide one year access to the RCI network, commencing upon the date of Closing, at no cost to Purchaser. The purpose of this service is to allow Purchaser the option of exchanging occupancy of his Fractional Ownership for occupancy at other timeshare resorts participating in the RCI program. Seller makes no representations as to the present or future services to be provided by RCI, nor as to the availability, continuance, success, failure of RCI's reciprocal exchange program. Any representations made regarding the exchange program either orally or in brochures and literature of RCI are solely the representations of RCI.

**8. Sales Representations.** Would you please list anything additional that was promised to you today by any Riverwalk at Loon Mountain Sales Representatives other than what is described in this Agreement. Also please indicate the Representative's Name.

**Extra Conditions:**

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

**9. Brownfield Property Disclosure.** The real estate on which the Condominium is developed, which encompasses the former location of the Franconia Paper Mill, had been designated by the New Hampshire Department of Environmental Services as a contaminated Brownfield site, but which has been deemed cleaned up and brought to resolution under the New Hampshire Brownfield Program site cleanup program, administered by the Department of Environmental Services, notwithstanding the burial of certain asbestos containing fill on the property conducted under the regulatory oversight and approval of Department of Environmental Services. Purchaser may review the complete Brownfield Program file on the property by making an appointment with the N.H. Dept. of Environmental Services, 33 Hazen Drive, Concord, NH 03301.

**10. Statutory and Limited Warranties.** Declarant warrants the Unit to which the Fractional Ownership Interest relates against structural defects for one year in accordance with RSA 356-B:41(II) and extends to Purchaser a limited warranty against defects in workmanship and material. The foregoing limited warranties are in lieu of all other warranties, expressed or implied, and by acceptance hereof, the purchaser agrees that there is no other expressed or implied warranty by the Declarant. The provisions of this section shall survive the Closing.

**11. Right of First Refusal.** If Purchaser wishes to sell his or her Fractional Ownership Interest, the Declarant under the Condominium Declaration shall have a right of first refusal to purchase the Fractional Ownership Interest on the same terms and conditions as agreed to in a fully executed Purchase and Sales Agreement between the selling Owner and the third party bona fide purchaser, including financing, for so long as the Declarant has any control of the Condominium. In such event, the selling Owner must deliver to the Declarant, by certified mail, return receipt requested, a written copy of the Purchase and Sales Agreement

within 5 days of the execution of said Purchase and Sales Agreement. If the closing date in the Purchase and Sales Agreement is less than 30 days from the date of Declarant's receipt of the Purchase and Sales Agreement, the Declarant shall have a minimum of 30 days from the date of receipt to close on the transaction. When the Declarant no longer controls the Condominium, Declarant's Right of First Refusal shall automatically pass to the Riverwalk Unit Owners Association under the same terms as set forth above. The provisions of this section shall survive the Closing under this Sales Agreement.

**12. Public Offering Statement.** By signing below, Purchaser acknowledges receipt of a Public Offering Statement for the Condominium, including all Exhibits identified in the Index thereto:

PURCHASER(S):

\_\_\_\_\_ **First Purchasers Name**                      **Date**

\_\_\_\_\_ **Second Purchasers Name**                      **Date**

# Exhibit 4D

**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
ONE-TWELFTH FRACTIONAL INTEREST OWNERSHIP SALES AGREEMENT**

This Agreement is effective as of **Contract Date** by and between InnSeason Management, Inc. with an address of 75 Perseverance Way, Hyannis, MA 02601, duly authorized sales agent on behalf of Riverwalk at Loon Mountain, L.L.C., with an address of 75 Perseverance Way, Hyannis, MA 02601 “Seller,” and **Purchasers Full Names**, of **Purchasers Address** (Ph:) **Purchasers Phone Number** hereinafter “Purchaser”.

1. AGREEMENT. For a Purchase Price of **Purchase Price**, Seller agrees to sell, and the Purchaser agrees to purchase, a One Twelfth Fractional Interest in Condominium Unit No. **Unit Number** and the Use Period identified on the attached One Twelfth Fractional Interest Owner Usage Calendar and corresponding Fractional Percentage Interest assigned to said Fractional Interest, as such Fractional Interest and Fractional Percentage Interest are established under and defined described and identified by that certain “Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as may be amended from time to time (the “Fractional Declaration”), which entitles the Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described and identified by that certain “Declaration of Riverwalk at Loon Mountain, A Condominium” recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as may be amended from time to time (“Condominium Declaration”), which ownership and occupancy is subject to the terms and conditions of the Condominium Declaration and Fractional Declaration and rules and regulations adopted thereunder.

Seller plans to develop the Condominium in three Phases. Phase 1 is complete and encompasses 79 Residential Units. Phase 2 is complete and encompasses 66 Residential Units. The plans for Phase 1 and 2 are attached as part of the public offering statement. Seller provides no guarantee of completion of Phase 3.

2. DEPOSIT.

Within **Days until 1st Deposit** days of the effective date of this Agreement, Purchaser shall deliver a deposit to the Seller in the amount of **First Deposit** (“Deposit”), which Deposit shall be credited to the Purchase Price. The initial deposit and subsequent payments made pursuant to this Agreement shall be held by the Seller’s escrow agent, United Title & Escrow Services, LLC, with an address 1892 Elm Street, Manchester, NH 03104, in an escrow account in accordance with applicable law. If the Purchaser defaults in the performance of his obligation under this Agreement, any funds paid as a deposit or down payment shall be payable to the Seller as liquidated damages. An additional **Second Deposit** will be due **Days until 2nd Deposit** days from the contract date.

3. CLOSING.

Closing shall be held at a mutually convenient date, time and place for closing within 60 days of the effective date of this Agreement. At Closing, Seller shall convey the Fractional Interest to the Purchaser by Warranty Deed in the form substantially similar to that attached hereto as Exhibit A and the Purchase Price plus Closing Costs detailed as follows, less the Deposit, shall be paid in immediately available funds. Each party shall bear its own costs and expenses including Purchaser's responsibility for the following Closing Costs:

Purchase Price:	<b><u>Purchase Price</u></b>
Closing Costs:	<b><u>STBD</u></b>
Less Initial Deposit:	<b><u>(First Deposit)</u></b>
Less Second Deposit:	<b><u>(Second Deposit)</u></b>
TOTAL DUE AT CLOSING:	<b><u>STBD</u></b>

4. PURCHASER'S RIGHT OF CANCELLATION. Purchase of the Fractional Interest described herein is subject to cancellation by the Purchaser within five days from the contract date, or delivery of the current Public Offering Statement to the Purchaser whichever is later. If the Purchaser elects to cancel, he may do so by notice thereof, hand-delivered or deposited in the U.S. Mail, return receipt requested, within the five day period, to the Seller at P.O. Box 69, Lincoln, NH 03251 or to any agent of the Seller; provided, however, that if the Purchaser elects to mail the notice of cancellation, the Purchaser must also provide the Seller with telephone notice of cancellation within the five day period. Such cancellation shall be without penalty, and any deposit made by Purchaser shall be refunded in its entirety not later than 10 days from the receipt of such written notice of cancellation. Contract date means the date on which the Agreement is executed by the Purchaser.

5. MANNER OF NOTICE. Any notice required or permitted to be given by this Agreement shall be given by mailing, or delivering in person a written notice at the addresses set forth in the first paragraph.

6. AMENDMENT. This Agreement may not be amended except by written instrument executed and delivered by the Purchaser and Seller.

7. LIQUIDATED DAMAGES. If Purchaser defaults in its obligations under this Agreement it agrees that Seller shall be entitled to retain the Deposit as liquidated damages.

8. COMPLETE AGREEMENT OF PARTIES: This Agreement and the Condominium Declaration and Fractional Declaration and their respective Exhibits that are incorporated herein by reference contain the complete agreement between the parties. In the event of conflict in the interpretation of the provisions of this Agreement and the Condominium Declaration and

Fractional Declaration, the provisions of the Condominium Declaration and Fractional Declaration shall control. Purchaser agrees that he or she has inspected, or has been given the opportunity to inspect, the Unit and the Common Area of the Condominium, is fully aware of the terms and conditions of this Agreement, the Condominium Declaration, Fractional Declaration, Public Offering Statement and Exhibits thereto and has not executed this Agreement in reliance upon any representation other than those representations contained therein.

9. CHOICE OF LAW. This Agreement shall be governed exclusively by the laws of the State of New Hampshire.

10. RECORDING IN THE REAL ESTATE REGISTRY. This Agreement shall not be recorded.

11. INVALIDITY: If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. OBLIGATIONS JOINT AND SEVERAL. If two or more persons are named as the Fractional Interest Owner, their obligations under this Agreement shall be joint and several, and unless otherwise revoked in writing, each hereby appoints the other to act as his or her agent to execute any and all documents relating to their Fractional Interest.

13. MISCELLANEOUS. This Agreement may not be assigned by Purchaser to any person or entity without the prior written consent of Seller or its assignee or transferee. The parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction except for InnSeason Management, Inc. agent on behalf of Seller and each party agrees to indemnify and hold harmless the other for claims of any party claiming a commission on behalf of any such representation.

ADDITIONAL TERMS. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, OR ON THE ADDITIONAL PAGES ATTACHED HERETO, WHICH ARE MADE A PART OF THIS AGREEMENT.

PURCHASER(S):

Second Purchasers Name

Date

First Purchasers Name

Date

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

SELLER:

RIVERWALK AT LOON MOUNTAIN, LLC

Through its duly authorized sales agent:  
InnSeason Management, Inc.

---

By: Dennis M. Ducharme, Director

## ADDITIONAL TERMS AND CONDITIONS

- 1. Maintenance Fee.** Purchaser understands and agrees that in accordance with the Condominium Declaration and Fractional Declaration, Purchaser will be responsible for the above described Fractional Interest's share of common expenses, assessments, maintenance fees, and any and all other expenses incurred in the operation of said Condominium based on the Fractional Percentage Interest assigned under the Fractional Declaration and in accordance with the Condominium Declaration. The assessment is shown in the budget attached to the public offering statement.
- 2. Purchaser's Financing Not a Condition of Closing.** Seller is not providing financing to Purchaser and Purchaser's performance of its obligations under this Agreement is not subject to Purchaser's ability to obtain financing.
- 3. Not an Investment.** Purchaser understands that although the Fractional Ownership may increase in value, Purchaser is purchasing it for Purchaser's personal use and enjoyment and not for investment purposes, without reliance on representations concerning rentals, rent return, tax advantage, depreciation, investment potential, resale or other financial advantage. Purchaser will not use the applicable condominium unit as his or her principal residence.
- 4. Rules and Regulations.** Fractional Ownership is subject to rules and regulations that are attached to the Public Offering Statement, which rules and regulations may be amended from time to time with prior notice of at least 30 days.
- 5. Owners' Association's Lien / Default.** Purchaser understands and agrees that the Fractional Ownership is subject to a lien for the benefit of the Unit Owners' Association to secure performance of his or her obligations under the Condominium Declaration and Fractional Declaration, including payment of maintenance fees. Purchaser understands and agrees that in the event he or she fails to comply with any provisions of the Condominium Declaration or Fractional Declaration, he or she shall be deemed to be in default, and the Seller may take any action or pursue any remedy as provided by the Condominium Declaration or Fractional Declaration.
- 6. Modifications and Changes.** The Condominium Declaration, Unit Owners' Association By-Laws and Exhibits thereto (collectively "Condominium Documents"), have been or will be recorded. Seller reserves the right to make changes in any such recorded Condominium Documents and to the Fractional Declaration, as Seller, any governmental authorities having jurisdiction over the Condominium property, or Seller's lender may require or deem necessary, provided Seller is authorized to so amend under the terms thereof and that such changes do not materially affect the rights of Purchaser.

**7. Trading Network.** The Association has executed agreements with Resort Condominiums International, Inc. (“RCI”), under which RCI may provide reciprocal exchange service with Purchaser. Seller will provide one year access to the RCI network, commencing upon the date of Closing, at no cost to Purchaser. The purpose of this service is to allow Purchaser the option of exchanging occupancy of his Fractional Ownership for occupancy at other timeshare resorts participating in the RCI program. Seller makes no representations as to the present or future services to be provided by RCI, nor as to the availability, continuance, success, failure of RCI’s reciprocal exchange program. Any representations made regarding the exchange program either orally or in brochures and literature of RCI are solely the representations of RCI.

**8. Sales Representations.** Would you please list anything additional that was promised to you today by any Riverwalk at Loon Mountain Sales Representatives other than what is described in this Agreement. Also please indicate the Representative’s Name.

**Extra Conditions:**

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

**9. Brownfield Property Disclosure.** The real estate on which the Condominium is developed, which encompasses the former location of the Franconia Paper Mill, had been designated by the New Hampshire Department of Environmental Services as a contaminated Brownfield site, but which has been deemed cleaned up and brought to resolution under the New Hampshire Brownfield Program site cleanup program, administered by the Department of Environmental Services, notwithstanding the burial of certain asbestos containing fill on the property conducted under the regulatory oversight and approval of Department of Environmental Services. Purchaser may review the complete Brownfield Program file on the property by making an appointment with the N.H. Dept. of Environmental Services, 33 Hazen Drive, Concord, NH 03301.

**10. Statutory and Limited Warranties.** Declarant warrants the Unit to which the Fractional Ownership Interest relates against structural defects for one year in accordance with RSA 356-B:41(II) and extends to Purchaser a limited warranty against defects in workmanship and material. The foregoing limited warranties are in lieu of all other warranties, expressed or implied, and by acceptance hereof, the purchaser agrees that there is no other expressed or implied warranty by the Declarant. The provisions of this section shall survive the Closing.

**11. Right of First Refusal.** If Purchaser wishes to sell his or her Fractional Ownership Interest, the Declarant under the Condominium Declaration shall have a right of first refusal to purchase the Fractional Ownership Interest on the same terms and conditions as agreed to in a fully executed Purchase and Sales Agreement between the selling Owner and the third party bona fide purchaser, including financing, for so long as the Declarant has any control of the Condominium. In such event, the selling Owner must deliver to the Declarant, by certified mail, return receipt requested, a written copy of the Purchase and Sales Agreement within 5 days of the execution of said Purchase and Sales Agreement. If the closing date in the Purchase and Sales Agreement is less than 30 days from the date of Declarant's receipt of the Purchase and Sales Agreement, the Declarant shall have a minimum of 30 days from the date of receipt to close on the transaction. When the Declarant no longer controls the Condominium, Declarant's Right of First Refusal shall automatically pass to the Riverwalk Unit Owners Association under the same terms as set forth above. The provisions of this section shall survive the Closing under this Sales Agreement.

**12. Public Offering Statement.** By signing below, Purchaser acknowledges receipt of a Public Offering Statement for the Condominium, including all Exhibits identified in the Index thereto:

PURCHASER(S):

\_\_\_\_\_  
**First Purchasers Name**                      **Date**

\_\_\_\_\_  
**Second Purchasers Name**                      **Date**

# Exhibit 4E

**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
WEEK INTERVAL INTEREST SALES AGREEMENT**

Agreement made this \_\_\_ day of \_\_\_ 20\_\_ by and between InnSeason Management, Inc. with an address of 75 Perseverance Way, Hyannis, MA 02601, duly authorized sales agent on behalf of RiverWalk at Loon Mountain, LLC, with a mailing address of 75 Perseverance Way, Hyannis, MA 02601 "Seller", and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ (Phn:;), hereinafter "Purchaser".

1. Agreement. For a Purchase Price of \$\_\_\_\_\_, Seller agrees to sell, and the Purchaser agrees to purchase, a Week Interval Interest created under the Declaration of Week Interval Ownership and Trust dated October 3, 2017 and recorded in the Grafton County Registry of Deeds at Book 4345, Page 662, as amended ("Week Ownership Declaration") entitling the Purchaser to use, in accordance with the terms of the Week Ownership Declaration, the following Week Interval Interest at Riverwalk at Loon Mountain, A Condominium (the "Condominium"), located in Lincoln, New Hampshire. The Week Interval Interest relates to a Fractional Interest created under the Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium, recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time ("Fractional Declaration"). The capitalized terms used herein have the same meaning as those terms are defined in the Week Ownership Declaration.

Seller plans to develop the Condominium in three Phases. Phase 1 is complete and encompasses 79 Residential Units, including the Fractional Unit to which this Agreement pertains. Phase 2 is complete and encompasses 66 Residential Units. The plans for Phase 1 and 2 are attached as part of the public offering statement. Seller provides no guarantee of completion of Phase3.

The Week Interval Interest purchased hereunder shall be evidenced by a Certificate of Week Interval Interest that entitles Purchaser to exercise all the same rights and responsibilities with respect to the Week Interval Interest described below as if he or she owned the Week Interval Interest in his or her own right under the Fractional Declaration, including exclusive use and occupancy of a Fractional Unit during the Use Period allocated to the Week Interval Interest, as set forth under the Week Ownership Declaration and Fractional Declaration as long as they remains in full force and effect.

Fractional Unit No. Interval Week No.(s) Fractional Unit No. Interval Week No. (s) Annual Biennial  
Trust Interval Interest Use Rights: Fixed Occupancy: \_\_\_\_\_  
Current Annual Maintenance Fees: \$\_\_\_\_\_

1.	Purchase Price of Unit Week(s):	\$	<b>US Funds</b>
2.	Closing Costs:	\$	
3.	Exchange Membership Dues:	\$	
4.	Total (1 plus 2 plus 3):	\$	
5.	Deposit made this date:	\$	
6.	Additional Deposit Due on or before:	\$	
7.	Total Down payment:	\$	
8.	Amount Financed ( 4 minus 7)	\$	

Subject to Seller financing of \$\_\_\_\_\_ at \_\_\_% per annum interest rate, for \_ months; with monthly payments of \$\_\_\_\_\_.  
**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO OR ON THE REVERSE SIDE HEREOF, OR ON THE ADDITIONAL PAGES ATTACHED HERETO, WHICH ARE MADE A PART**

HEREOF.WITNESS the execution hereof under seal this \_\_\_ day of \_\_\_ 20\_\_.

\_\_\_\_\_  
Purchasers Name

SELLER: RIVERWALK AT LOON MOUNTAIN, LLC  
Through its duly authorized sales agent: InnSeason Management, Inc.

\_\_\_\_\_  
Purchasers Name

\_\_\_\_\_  
BY: Duly Authorized

**PURCHASER'S RIGHT OF CANCELLATION:** Purchase of the Week Interval Interest described herein is subject to cancellation by the Purchaser within five days from the Contract Date, or delivery of the current Public Offering Statement to the Purchaser whichever is later. If the Purchaser elects to cancel, he may do so by notice thereof, hand-delivered or deposited in the U.S. Mail, return receipt requested, within the five day period, to the Seller at 75 Perseverance Way Hyannis, MA 02601, or to any agent of the Seller; provided, however, that if the Purchaser elects to mail the notice of cancellation, the Purchaser must also provide the Seller with telephone notice of cancellation within the five day period. Such cancellation shall be without penalty, and any deposit made by Purchaser shall be refunded in its entirety not later than 10 days from the receipt of such written notice of cancellation. Contract Date means the date on which the Agreement is executed by the Purchaser.

**MANNER OF NOTICE.** Any notice required or permitted to be given by this Agreement shall be given by mailing, or delivering in person a written notice at the addresses set forth in the first paragraph.

**AMENDMENT.** This Agreement may not be amended except by written instrument executed and delivered by the Purchaser and Seller.

**COMPLETE AGREEMENT OF PARTIES:** This Agreement and the Condominium Declaration, Fractional Declaration and Week Ownership Declaration and their respective Exhibits that are incorporated herein by reference contain the complete agreement between the parties. In the event of conflict in the interpretation of the provisions of this Agreement with either the Condominium Declaration, Fractional Declaration, or Week Ownership Declaration, the provisions of the said declarations shall control. Purchaser agrees that he or she has inspected, or has been given the opportunity to inspect, the Fractional Unit to which the Week Interval Interest relates and the Common Area of the Condominium, is fully aware of the terms and conditions of this Agreement, the Condominium Declaration, Fractional Declaration, Week Ownership Declaration, Public Offering Statement, and Exhibits thereto and has not executed this Agreement in reliance upon any representation other than those representations contained therein.

**CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of New Hampshire.

**RECORDING IN THE REAL ESTATE REGISTRY.** This Agreement shall not be recorded.

**INVALIDITY:** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**OBLIGATIONS JOINT AND SEVERAL.** If two or more persons are named as the Week Interval Interest Owner, their obligations under this Agreement shall be joint and several, and unless otherwise revoked in writing, each hereby appoints the other to act as his or her agent to execute any and all documents relating to their Fractional Interest.

**MISCELLANEOUS.** This Agreement may not be assigned by Purchaser to any person or entity without the prior written consent of Seller or its assignee or transferee. The parties represent to each other that they have involved no real estate agents, brokers or other commissioned agents in this transaction except for InnSeason Management, Inc., agent on behalf of RiverWalk at Loon Mountain, LLC, and both Seller and Purchaser agree to indemnify and hold harmless the other for claims of any party claiming a commission on behalf of any such representation.

In the event of a dispute between the Purchaser and the Seller related to this agreement or to the relationship of the Purchaser and Seller (including but not limited to disputes regarding the Seller's performance under this Agreement) that cannot be informally resolved, the parties agree first to submit themselves to mediation with a mediator whose primary place of business is located in the New Hampshire, and upon whom the parties agree. If the parties cannot agree on a mediator, then at the election of either party, the matter will be settled by arbitration under the commercial arbitration rules of the American Arbitration Association. Except as provided by applicable law, the fees and expenses associated with arbitration shall be shared equally between Purchaser and Seller, unless the arbitrator determines that each party's share should be re-allocated based on the Arbitrator's findings. The parties further agree that any arbitration proceedings in connection with this Agreement shall be conducted in the Grafton County, New Hampshire unless the parties otherwise agree and that the decision of the arbitrator with respect to any matter in dispute shall be final and binding and dispositive of the respective rights and obligations of the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN THE EVENT THAT EITHER PARTY ELECTS ARBITRATION UNDER THIS PROVISION.** Notwithstanding anything to the contrary contained in the preceding paragraph, if, for any reason, the Seller is unable or fails to comply with any material provision of this Agreement, then the sole obligation of the Seller will be to refund, or cause any agent thereof to refund, the amount of all payments the Purchaser has previously made hereunder, without interest. Upon such refund being made, this Agreement will be cancelled and all rights and obligations hereunder will terminate. Purchaser hereby waives any and all other rights or remedies that may be available to the Purchaser under law or in equity. If a civil action is filed by either party with respect to a dispute arising out of this Agreement, the prevailing party shall be entitled to the payment of its attorneys' fees and court costs by the other party.

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

## ACKNOWLEDGMENT OF ADDITIONAL TERMS AND CONDITIONS

YES NO

\_\_\_\_/\_\_\_\_

**1. Maintenance Fee:** Purchaser understands and agrees that in accordance with the Condominium Declaration, Fractional Declaration and Week Ownership Declaration, Purchaser will be responsible for the above described Week Interval Interest's share of common expenses, assessments, maintenance fees, and any and all other expenses incurred in the operation of said Condominium based on the Week Percentage of Interest assigned under the Week Ownership Declaration. The assessment in the year of purchase is \$\_\_\_\_\_.

\_\_\_\_/\_\_\_\_

**2. Purchaser's Financing Not a Condition of Closing:** Purchaser understands and agrees that Purchaser's performance of its obligations under this Agreement is not subject to Purchaser's ability to obtain financing.

\_\_\_\_/\_\_\_\_

**3. Not an Investment.** Purchaser understands and agrees that although the Week Interval Interest may increase in value, Purchaser is purchasing it for Purchaser's personal use and enjoyment and not for investment purposes, without reliance on representations concerning rentals, rent return, tax advantage, depreciation, investment potential, resale or other financial advantage. Purchaser will not use the applicable Fractional Unit as his or her principal residence.

\_\_\_\_/\_\_\_\_

**4. Rules and Regulations.** Purchaser understands and agrees that ownership of the Week Ownership Interest is subject to rules and regulations that are attached to the Public Offering Statement, which rules and regulations may be amended from time to time with prior notice of at least 30 days.

\_\_\_\_/\_\_\_\_

**5. Owners Association's Lien; Default:** Purchaser understands and agrees that the Week Ownership Interest is subject to a lien for the benefit of the Manager to secure performance of his or her obligations under the Week Ownership Declaration, including payment of maintenance fees. Purchaser understands and agrees that in the event he or she fails to comply with any provisions of the Week Ownership Declaration, he or she shall be deemed to be in default, and upon notice to Purchaser and his or her failure to cure the default, the Seller may take any action or pursue any remedy as provided by the Week Ownership Declaration, including revoking any further rights of the Purchaser to use or occupy the Week Interval Interest and resell or lease said Week Interval Interest free and clear of any interest of the Purchaser.

\_\_\_\_/\_\_\_\_

**6. Modifications and Changes:** Purchaser understands and agrees that the Condominium Declaration, Condominium Association By-Laws and Exhibits thereto (collectively "Condominium Documents"), have been recorded. Seller reserves the right to make changes in any such recorded Condominium Documents and to the Supplemental Declaration and Week Ownership Declaration, as Seller, any governmental authorities having jurisdiction over the Condominium property, or Seller's lender may require or deem necessary, provided Seller is authorized to so amend under the terms thereof and that such changes do not materially affect the rights of Purchaser.

\_\_\_\_/\_\_\_\_

**7. Trading Network:** Purchaser understands and agrees that the Association has executed agreements with Resort Condominiums International, Inc. ("RCI"), under which RCI may provide reciprocal exchange service with Purchaser. Seller will provide one year access to the RCI network, commencing upon the date of Closing, at no cost to Purchaser. The purpose of this service is to allow Purchaser the option of exchanging occupancy of his Week Interval Interest for occupancy at other timeshare resorts participating in the RCI program. Seller makes no representations as to the present or future services to be provided by RCI, nor as to the availability, continuance, success, failure of RCI's reciprocal exchange program. Any representations made regarding the exchange program either orally or in brochures and literature of RCI are solely the representations of RCI.

\_\_\_\_/\_\_\_\_

**8. Brownfield Property Disclosure.** Purchaser understands and agrees that the real estate on which the Condominium is developed, which encompasses the former location of the Franconia Paper Mill, had been designated by the New Hampshire Department of Environmental Services as a contaminated Brownfield site, but which has been deemed cleaned up and brought to resolution under the New Hampshire Brownfield Program site cleanup program, administered by the Department of Environmental Services, notwithstanding the burial of certain asbestos containing fill on the property conducted under the regulatory oversight and approval of Department of Environmental Services. Purchaser may review the complete Brownfield Program

file on the property by making an appointment with the N.H. Dept. of Environmental Services, 33 Hazen Drive, Concord, NH 03301.

\_\_\_\_\_/\_\_\_\_\_  
**9. Statutory and Limited Warranties.** Purchaser understands and agrees that Declarant under the Condominium Declaration warrants the Fractional Unit to which the Week Interval Interest relates against structural defects for one year in accordance with RSA 356-B:41(II) and extends to Purchaser a limited warranty against defects in workmanship and material for a period of 90 days from the date of Closing. During the warranty period, the Declarant will at its option repair, replace or pay for any defective materials or workmanship. The foregoing limited warranties are in lieu of all other warranties, expressed or implied, and by acceptance hereof, the purchaser agrees that there is no other expressed or implied warranty by the Declarant. The provisions of this section shall survive the Closing.

\_\_\_\_\_/\_\_\_\_\_  
**10. Right of First Refusal.** Purchaser understands and agrees that if Purchaser wishes to sell his or her Week Interval Interest, the Declarant under the Condominium Declaration shall have a right of first refusal to purchase the Week Interval Interest on the same terms and conditions as agreed to in a fully executed Purchase and Sales Agreement between the selling Owner and a third party bona fide purchaser, for so long as the Declarant has any control of the Condominium. In such event, the selling Owner must deliver to the Declarant, by certified mail, return receipt requested, a written copy of the Purchase and Sales Agreement within 5 days of the execution of said Purchase and Sales Agreement. If the closing date in the Purchase and Sales Agreement is less than 30 days from the date of Declarant's receipt of the Purchase and Sales Agreement, the Declarant shall have a minimum of 30 days from the date of receipt to close on the transaction. When the Declarant no longer controls the Condominium, Declarant's Right of First Refusal shall automatically pass to the RiverWalk Unit Owners Association under the same terms as set forth above. The provisions of this section shall survive the Closing under this Sales Agreement.

\_\_\_\_\_/\_\_\_\_\_  
**11. InnSeason Gold Card Benefits** I/We understand that as part of our purchase, access will be given to the InnSeason Gold Card Benefits. Benefits include; 1. 'Day Use' of resort amenities at InnSeason Resort Properties, which include the following properties – Pollard Brook, Falls at Ogunquit, HarborWalk, Captains Quarters and Surfside. Individual resorts reserve the right to refuse 'Day Use' based on current occupancy levels. Please call specific resort before traveling. 2. 25% discounts on overnight rentals. 3. Bonus Time at InnSeason Resort properties, within 14 days of arrival, based on availability. I/We acknowledge that the InnSeason Gold Card Benefits are not a material reason for my purchase. All program benefits, inclusions, resorts and discounts are subject to change, or to be discontinued, at any time without notice at the sole discretion of InnSeason Resorts. RiverWalk Resort at Loon Mountain is not included in the Gold Card Program.

**12. Sales Representations:** Would you please list anything additional that was promised to you today by any sales representatives other than what is described in this Agreement. Also please indicate the representative's name:

**Extra Conditions:** Initial: \_\_\_\_\_ Initial: \_\_\_\_\_

**13. Public Offering Statement.** By signing below, Purchaser acknowledges receipt of a Public Offering Statement for the Condominium, including all Exhibits identified in the Index thereto:

PURCHASER(S): \_\_\_\_\_

Date:

\_\_\_\_\_

Date:

**Unit:                      Week:**

**Unit:                      Week:**

# Exhibit 5

# Exhibit 5A

**EXHIBIT A  
FORM OF WARRANTY DEED  
(Whole Unit Ownership)**

**Riverwalk at Loon Mountain, LLC**, having an address of 75 Perseverance Way, Hyannis, MA 02601 ("Grantor"), grants to \_\_\_\_\_, having an address of \_\_\_\_\_ ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, with warranty covenants, Condominium Unit \_\_\_\_\_ located in the Town of Lincoln, County of Grafton, State of New Hampshire, and corresponding Percentage Interest \_\_\_\_\_ assigned to said Unit, more particularly bounded and described as such Unit and Percentage Interest are established under and defined, described and identified by that certain "Declaration of Riverwalk at Loon Mountain, A Condominium" recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time ("Condominium Declaration") and also conveying hereunder all rights, easements and other privileges appurtenant to such Unit at Riverwalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in the Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

Signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Riverwalk at Loon Mountain, LLC**

By: \_\_\_\_\_  
Name: Dennis M. Ducharme  
Title: Manager

STATE/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Dennis M. Ducharme, as Manager on behalf of Riverwalk at Loon Mountain, LLC, to acknowledge the foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Exhibit 5B

**EXHIBIT A  
FORM OF WARRANTY DEED  
(Fractional Ownership)**

**Riverwalk at Loon Mountain, LLC**, having an address of 75 Perseverance Way, Hyannis, MA 02601 ("Grantor"), grants to \_\_\_\_\_, having an address of \_\_\_\_\_ ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, a One Sixth Fractional Interest in Condominium Unit No. \_\_\_\_\_ located in the Town of Lincoln, County of Grafton, State of New Hampshire, and Use Period \_\_\_\_\_ and corresponding Fractional Percentage Interest assigned to said Fractional Interest, as such Fractional Interest and Fractional Percentage Interest are established under and defined, described, and identified by that certain "Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium" recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time (the "Fractional Declaration"), which entitles Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described, and identified in that certain "Declaration of Riverwalk at Loon Mountain, A Condominium" recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time ("Condominium Declaration"), and to use in common with others the Common Area of Riverwalk at Loon Mountain, A Condominium, subject to the terms and conditions of ownership and occupancy under the Fractional Declaration and Condominium Declaration, as amended from time to time. Also conveying hereunder all rights, easements and other privileges appurtenant to such Fractional Interest under the Fractional Declaration and appurtenant to said Unit at Riverwalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in both the Fractional Declaration and Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

Signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Riverwalk at Loon Mountain, LLC**

By: \_\_\_\_\_  
Name: Dennis M. Ducharme  
Title: Manager

STATE/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Dennis M. Ducharme, as Manager on behalf of Riverwalk at Loon Mountain, LLC, to acknowledge the foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Exhibit 5C

**EXHIBIT A**  
**FORM OF WARRANTY DEED**  
**(Seasonal Interest Ownership)**

**Riverwalk at Loon Mountain, LLC**, having an address of 75 Perseverance Way, Hyannis, MA 02601 ("Grantor"), grants to \_\_\_\_\_, having an address of \_\_\_\_\_ ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, three (3) One Sixth Fractional Interests in Condominium Unit No. \_\_\_\_\_ located in the Town of Lincoln, County of Grafton, State of New Hampshire, and the Use Periods identified on the Owner Usage Calendar as comprising the [winter/summer] block and corresponding Fractional Percentage Interest assigned to said Fractional Interest, as such Fractional Interest and Fractional Percentage Interest are established under and defined described and identified by that certain "Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium" recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time (the "Fractional Declaration"), which entitles Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described, and identified in that certain "Declaration of Riverwalk at Loon Mountain, A Condominium" recorded on June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time ("Condominium Declaration"), and to use in common with others the Common Area of Riverwalk at Loon Mountain, A Condominium, subject to the terms and conditions of ownership and occupancy under the Fractional Declaration and Condominium Declaration, as amended from time to time. Also conveying hereunder all rights, easements and other privileges appurtenant to such Fractional Interest under the Fractional Declaration and appurtenant to said Unit at Riverwalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in both the Fractional Declaration and Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

Signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Riverwalk at Loon Mountain, LLC**

By: \_\_\_\_\_

Name: Dennis M. Ducharme

Title: Manager

STATE/Commonwealth of \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,

personally appeared Dennis M. Ducharme, as Manager on behalf of Riverwalk at Loon Mountain, LLC, to acknowledge the foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Exhibit 5D

**EXHIBIT A**  
**FORM OF WARRANTY DEED**  
**(1/12 Fractional Interest)**

**Riverwalk at Loon Mountain, LLC**, having an address of 75 Perseverance Way, Hyannis, MA 02601 ("Grantor"), grants to \_\_\_\_\_, having an address of \_\_\_\_\_ ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, with warranty covenants, a One-Twelfth Fractional Interest in Condominium Unit No. \_\_\_\_\_ located in the Town of Lincoln, County of Grafton, State of New Hampshire, comprised of Use Period \_\_\_\_\_ and the corresponding weeks identified under the One Twelfth Fractional Interest Owner Usage Calendar at Exhibit B to the Fractional Declaration (as herein below defined), together with the corresponding Fractional Percentage Interest assigned to said Fractional Interest, as such Fractional Interest and Fractional Percentage Interest are established under and defined, described, and identified by that certain "Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium" recorded June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 84, as amended from time to time (the "Fractional Declaration"), which entitles Grantee to exclusive occupancy of said Condominium Unit during said Use Period, which Condominium Unit was established under and defined, described and identified in that certain "Declaration of Riverwalk at Loon Mountain, A Condominium" recorded June 1, 2016 in the Grafton County Registry of Deeds at Book 4209, Page 26, as amended from time to time ("Condominium Declaration"), and to use in common with others the Common Area of Riverwalk at Loon Mountain, A Condominium, subject to the terms and conditions of ownership and occupancy under the Fractional Declaration and Condominium Declaration. Together with all rights, easements and other privileges appurtenant to such undivided one-twelfth interest in said Fractional Interest under the Fractional Declaration and appurtenant to said Unit at Riverwalk at Loon Mountain, A Condominium, but subject to any and all covenants, conditions, restrictions, burdens and other matters set forth in both the Fractional Declaration and the Condominium Declaration, including but not limited to a Right of First Refusal and in matters of record affecting title to the submitted land under Exhibit A to the Condominium Declaration.

Signed as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**Riverwalk at Loon Mountain, LLC**

By: \_\_\_\_\_  
Name: Dennis M. Ducharme  
Title: Manager

STATE/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, personally appeared Dennis M. Ducharme, as Manager on behalf of Riverwalk at Loon Mountain, LLC, to acknowledge the foregoing instrument to be his/her free act and deed before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

# Exhibit 5E

EXHIBIT A

FORM OF

Certificate of Beneficial Week Interval Ownership

This certifies that:

NAME:

ADDRESS:

is(are) the owner(s) of this Certificate of Beneficial Week Interval Interest, which is held pursuant to the Declaration of Week Interval Ownership and Trust dated \_\_\_\_\_ ("Week Ownership Declaration"), pertaining to Riverwalk at Loon Mountain, A Condominium, in Lincoln, New Hampshire.

This Certificate of Beneficial Week Interval Ownership acknowledges that the holder(s) have purchased a beneficial interest under the Week Ownership Declaration, granting the holder the exclusive right to occupy a unit at Riverwalk at Loon Mountain, A Condominium for a total of seven (7) days per Interval Week, per calendar year, in accordance with the reservation procedures and other terms and conditions of the Week Ownership Declaration and Condominium documents referenced thereunder. The owner(s)' interest is in the following Week Interval Interest(s):

Fractional Unit No.: Week Interval:

Trust Interval Interest Use Rights: **Fixed**

**Maximum Occupancy:** \_\_\_\_\_

The Holder of this Certificate has no legal or equitable interest in any specific property of the Week Ownership Declaration, and no right to a partition thereof. The Holder shall have only the rights expressly provided in the Week Ownership Declaration.

Each Week Interval Owner shall have the right to assign, sell, or transfer this Certificate of Beneficial Week Interval Ownership, provided that such assignment, sale or transfer shall be completed on forms prescribed by the Manager under the Week Ownership Declaration and shall not be valid until this Certificate is surrendered to and accepted by the Trustee under the Week Ownership Declaration, and recorded in the records of said Trustee. All transfers shall be subject to the Week Interval Owner having paid in full the purchase price of the Week Interval Owner's Week Interval Interest and all previously assessed fees and other charges. Such transfer shall be in accordance with the provisions of the Week Ownership Declaration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
DECLARATION OF WEEK INTERVAL OWNERSHIP AND TRUST

By: Vacation Ownership Title Agency, Inc., Trustee

By: \_\_\_\_\_  
Duly Authorized

# Exhibit 6

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**MANAGEMENT AGREEMENT  
OF  
RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM**

---

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”) made as of this 2<sup>nd</sup> day of June, 2016, between the RiverWalk Unit Owners Association (“Association”) of RiverWalk at Loon Mountain, A Condominium, having an address at 33 Brookline Road, Lincoln, New Hampshire 03251 (“Condominium”) and RiverWalk at Loon Mountain, LLC, a New Hampshire Limited Liability Company, having an address at 33 Brookline Road, Lincoln, New Hampshire 03251 (“Manager”).

### WITNESSETH

In consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms used in this Agreement that are not otherwise defined herein, unless the context in which used shall otherwise require, shall have the meanings set forth in to the Declaration, Bylaws and Supplemental Declaration of Fractional Ownership recorded in the Grafton County Registry of Deeds. Each of the aforesaid capitalized terms shall be applicable to singular and to plural nouns and to verbs of any tense.
2. **Appointment of Manager.** The Association hereby appoints Manager as the sole and exclusive agent to manage the Condominium, and Manager hereby accepts such appointment.
3. **Duties of Manager.** The duties of Manager shall be generally to operate and manage the Condominium and to perform all services reasonably necessary for the care, protection, maintenance and operation of the Condominium and shall include, but not be limited to, the following:
  - (a) The Manager shall hire, discharge and supervise the work of all persons necessary to be employed by the Association in order to properly maintain and operate the Condominium, and in connection therewith, Manager shall use reasonable care. All persons hired and supervised in accordance with this subsection shall be in the sole employ of the Association and not in the employ of Manager. Manager shall in no way be liable for any act or omission of any persons so employed or to any such persons for wages or other compensation. Manager shall, on behalf of and at the expense of the Association, disburse their wages or other compensation to such persons. The Association shall at all times have the right to approve the personnel and the number thereof in its employ.
  - (b) Manager shall maintain a sufficient staff to perform all administrative, bookkeeping, clerical, receiving and disbursing services required in connection with the performance of its duties hereunder. Manager shall also maintain a sufficient staff of guest service personnel such as bell staff, valet, housekeeping staff and independent contractors to perform such duties and services and on such terms and conditions as hereinafter provided.

(c) Manager shall bill and collect all Common Expenses, special charges, assessments and other amounts due and payable by Unit Owners (and Declarant by way of Declarant obligations, if any, as the case may be), rents from Common Areas leased to others and from Units owned by the Declarant and other income from the Property, provided that nothing contained herein shall constitute a guarantee by Manager of the payment of any such charges or rent by Members, Unit Owners or tenants of Units owned by Declarant.

(d) Through employees of the Association or when required, in Manager's judgment, through independent contractors, Manager shall cause the Common Areas to be repaired, restored, cleaned, added to, improved, altered, replaced or maintained in such condition as may be deemed advisable by Manager, including, but not limited to, plumbing, steam-fitting, carpentry, elevator, painting and plastering, sidewalk and roadway repairs and gardening and, in conjunction therewith, to purchase such equipment, furniture, tools, appliances, materials, supplies, and uniforms as Manager shall reasonably deem necessary or advisable, provided that the expense to be incurred for any single repair by an independent contractor or for any single purchase shall not exceed \$25,000 without the prior written consent of the Association, except that emergency repairs, immediately necessary for the preservation of the Property or the safety of the Unit Owners, guests, occupants, invitees, or other persons, or required to avoid the suspension of any necessary service in the Property, may be made by Manager irrespective of the cost thereof without the prior approval of the Association, but Manager shall, with reasonable promptness, notify the President, Vice President or Treasurer of the Association of such emergency repair. In connection with the purchase of any material or services as hereinabove provided, Manager shall use its best efforts to make such purchases at the lowest available costs from reliable suppliers and shall allow the Condominium any rebates or discounts obtained by Manager.

(e) Unless otherwise approved in writing by the Association in each instance, Manager shall enter into contracts for a term of no longer than three (3) years or requiring annual payments not in excess of those in effect at the time of the first sale by Declarant of an interest in a Residential Unit to a third party for the same or similar services, for elevator maintenance, housekeeping services, telephone service, window cleaning, steam, gas, electricity and water services, security services, cable, telephone, extermination and other services as shall from time to time be approved by the Association and shall do so in its name or the name of the Association, as the latter shall elect.

(f) On behalf of and at the cost and expense of the Association, Manager shall cause all such acts or things to be done in and about the Common Areas and Units, and to prepare and file all such documents, as shall be necessary to comply with all federal, state and municipal statutes, rules and regulations of and remedy all violations charged by any such authorities, State of New Hampshire, the Federal Government or similar governing body. Any one order or violation

involving an expenditure of over \$25,000 shall be complied with only with the prior written approval of the Association, but orders or violations requiring emergency action immediately necessary for the preservation or safety of the Common Areas or the Units or for the safety of the Unit Owners, guests, invitees, occupants or other persons, or required to avoid the suspension of any necessary service, or reasonably necessary to avoid criminal liability of Manager, may be complied with irrespective of the costs thereof, without the prior approval of the Association, but Manager shall, with reasonable promptness, notify the President, Vice President or Treasurer of the Association.

(g) On behalf of and at the expense of the Association, Manager shall cause to be effected and maintained, through agents and brokers approved by the Association, in such amounts and with such insurance companies as the Association shall approve, fire, extended coverage and rent insurance, public liability, elevator liability, boiler, workmen's compensation, fidelity bonds covering all members of the Association Board, officers and employees and, except as hereinafter provided, officers and employees of the Manager, to the extent obtainable, and such other insurance as the Association and Manager shall deem necessary for the protection of the interests of the Association and Manager, and Manager shall be named as an insured party in all liability policies.

(h) Manager shall ascertain the real estate tax assessments of the Units and report such assessments to the Association and the respective Unit Owners.

(i) Manager shall maintain a reservation log and reservation (confirmation) system and enforce compliance with the system established and undertake to establish and maintain relations with an external exchange network.

(j) Manager shall deposit all monies received by it for or on behalf of the Association to the account of the Association in a special bank account selected and maintained by Manager for such purpose and no such monies shall be commingled with other funds of Manager. Manager shall keep the Association advised of the balance of such account.

(k) Manager shall make careful audit of all bills received for services, work and supplies ordered in connection with maintaining and operating the Common Area, pay all such bills, water charges, sewer rent and assessments assessed with respect to the Common Areas, as and when the same shall become due and payable.

(l) Manager shall supervise the moving in of Unit Owners and guests so that there shall be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Owners and guests.

(m) Manager shall consider and, when reasonable, attend to the complaints of Unit Owners and guests and advise the Association of any complaints not attended to, and the reason therefor.

(n) Manager shall cause to be prepared and filed the necessary forms for unemployment insurance, social security taxes and withholding taxes and all other forms required by any federal, state or municipal authority.

(o) Manager shall render to the Association monthly statements of receipts and expenditures on a cash basis for the preceding month and for the year to date, not later than the 20<sup>th</sup> business day of each month for the preceding calendar month. A copy of each such monthly statement shall be sent by Manager to the President and Treasurer of the Association.

(p) Manager shall set up and maintain in a satisfactory manner, separate and accurate books of account, check books, minute books, records of Unit mortgages and mortgagees and payroll and other records of the Association, and maintain orderly files of all rent records, leases, bills, vouchers, documents, correspondence, insurance policies, papers and so forth, (collectively called "documents") pertaining to the Property, all of which shall be and remain the property of the Association. Manager shall, upon request of the Association, make all of said documents available to the Association and its officers, accountants, attorneys and other representatives and shall deliver same to the Association or its agents or representatives on demand.

(q) In conjunction with the certified public accountant of the Association, Manager shall arrange for an annual audit each year of the books of account of the Association, including an annual report of the Association for the year then ended. A copy of each such annual report shall be sent by Manager to each Unit Owner.

(r) Manager shall prepare and submit annually to the Association an operating budget setting forth the anticipated income and expenses of the Association for the ensuing year and notify the Unit Owners of annual and all other assessments of Common Expenses as determined by the Association.

(s) Manager shall cause a representative of its company to attend meetings of the Unit Owners and of the Association Board and, if desired by said Association Board, have its representative act as Secretary and record the minutes of such meetings.

(t) Manager shall prepare and send out all notices of Association Board meetings and Unit Owner meetings and such other letters and reports as the Association may request; and when requested, arrange for a suitable meeting place and prepare agendas for such meetings.

(u) Manager shall send to the mortgagee of Units, by registered or certified mail, copies of all notices of default, in the payment of Common Expenses, real estate taxes, assessments and special charges, or in compliance with the Bylaws or Rules and Regulations of the Association, given to the owner of such Unit.

(v) Manager shall provide any repairs, services and facilities required to be made in respect of any Units owned by Declarant which are required by any law, regulation, document or order or pursuant to the terms of any lease of such Units, on a non-discriminatory basis, with the cost thereof to be promptly reimbursed to the Association by Declarant.

(w) Manager shall provide any repairs, services and facilities required to be made in respect of any Unit which are required by law, regulation or order, on a non-discriminatory basis, with the cost thereof defrayed from the working capital account of the Association or if the subject of Declarant's Limited Warranty or any manufacturer's or supplier's guarantees or warranties, proceed appropriately for collection of such costs or enforcement of such warranty or guarantee.

4. **Management of Residential Units; Rental Program.** The management of Residential Units, including Fractional Units, but excluding Residential Unit A, shall be under the direction and control of the Manager. The Manager shall be expressly authorized, in the Manager's discretion and on behalf of the Association and Fractional Owners, to perform the duties of the Association under the Bylaws and of manager under the Declaration of Fractional Ownership in a manner consistent with its obligations hereunder. The Manager shall establish a rental program under its hotel operations such that any Unit Owner, who wishes to rent his or her Unit to members of the public during specified time periods, in the case of Whole Unit Owners and during the Use Period identified under their Warranty Deed, or portions thereof, in the case of Fractional Owners, shall notify the Manager of his or her desire to do so during any year. The Manager will inspect the Unit to determine whether it qualifies for rental to the public, and if it is acceptable will enter the Unit in the program for that purpose. The Manager will use its best efforts to rent the Unit during the specified time periods and will manage all aspects of the rental to the public, including without limit, reservations, check in, housekeeping and enforcement of rules and regulations. The selection of Units for rental will be based on demand. The Manager will not give preference to any individual Unit Owner and will conduct the program in a fair and equitable manner. The Manager will retain a percentage of the rental income for its services hereunder and the remainder will be deposited in an account for the credit of the Unit Owner. A prospective Unit Owner may request of either the Manager or the Declarant a statement of the percentage of rental income under the Manager's then current contract, which statement shall be provided in writing within twenty four hours of receipt of such request. The Manager shall be obligated to notify Unit Owners of any change to the percentage the Manager is entitled to retain under its agreement with the Association. A Unit Owner may also enter into special arrangements for the rental of his or her Unit

on a long term basis on mutually agreeable terms.

5. **Authority of Manager.** The Association authorizes Manager to perform any act or do anything necessary or desirable to carry out the intent and purposes of this Agreement. Everything done by Manager shall be done as agent of the Association and all obligations or expenses incurred shall be for the account, on behalf and at the expense of the Association. All purchases or commitments made by Manager for the Association shall be in writing and shall state that Manager is acting as agent for the Association. Any payments made by Manager hereunder shall be made out of such funds as Manager may from time to time hold for the account of the Association or as may be provided by the Association. Manager shall not be obligated to make any advance to or for the account of the Association or to pay any amount except out of funds held or provided as aforesaid, nor shall Manager be obliged to incur any liability or obligation unless the Association shall furnish Manager with the necessary funds for the discharge thereof. If Manager shall advance voluntarily for the Association's account any amount, for the payment of any proper obligation or necessary expense authorized hereunder to be paid in connection with the maintenance or operation of the Property, the Association shall reimburse Manager therefor with reasonable promptness after demand. Manager shall confer fully with the Association in the performance of its duties under this Agreement. In the event that the Association shall be liable to Manager for any matter or thing arising out of this agreement or out of the Property, the members of the Board of Directors of the Association shall have no personal liability and the Unit Owners shall be liable to Manager only severally in the proportion of their Undivided Percentages.

In the event of the existence of a substantial shortfall in the funds available to properly maintain the Property, the Association shall be in breach of its obligations hereunder, but recourse shall be limited to pursuing claims against Unit Owners severally for their share of the shortfall in proportion of their Undivided Percentage. Manager shall give the Association and Unit Owners written notice of such breach and the Association and Unit Owners shall have the right to cure it within thirty (30) days after receipt of such notice.

6. **Indemnification; Reimbursement.** The Association agrees:
- (a) To hold and save Manager free and harmless from any and all claims for damages or injuries to persons or property by reason of any cause whatsoever either in and about the Property or elsewhere when Manager is carrying out the provisions of this Agreement or acting under the express or implied directions of the Association, unless arising from the negligence, wrongful acts, omission, or default or failure of Manager in carrying out its duties hereunder;
- (b) To reimburse Manager upon demand for any monies which Manager is required to pay out for any reason whatsoever, either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Manager or the Association

and Manager jointly or severally, affecting or due to the condition or use of the Property or acts or omissions of Manager or employees of the Association, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages and/or compensation of employees or former employees of the Association; and

(c) To defend promptly and diligently, at the Association's sole cost and expense, any claim, action or proceeding brought against Manager or Manager and the Association jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Manager from any judgment, loss or settlement on account thereof.

Nothing contained above shall relieve Manager from responsibility to the Association for Manager's failure to perform its obligations under this Agreement.

The foregoing indemnities in favor of Manager are conditioned upon the Manager: (i) notifying the Association, in writing, with reasonable promptness after receipt of information concerning any injury, damage, claim or liability for which indemnity is sought, (ii) notifying the Association, in writing, with reasonable promptness, of all developments in connection therewith, within Manager's knowledge, and (iii) fully cooperating with the Association and its attorneys in resisting and defending any claim or any action or proceeding arising therefrom, including, without limitation, producing, at the appropriate place or places and reasonable times such witnesses under its control as may be requested by the Association or its attorneys. The Association shall have the option of defending the claim, action or proceeding at its sole cost and expense, in the name of Manager, and shall have the right to designate the attorney to represent the Association and Manager in any such matter. Manager shall have the right to participate and, at Manager's sole cost and expense, be represented by counsel or other representative of its choosing in any such matter. The Association shall have the right to make all decisions in connection with such matters including, without limitation, all negotiations and the settlement thereof.

The Association will obtain comprehensive general liability insurance (with limits acceptable to Manager in its reasonable judgment), workmen's compensation and director's and officer's liability insurance, will include Manager as a party insured under the general liability policy and will, prior to the commencement of each such policy, deliver a copy of such policy to Manager or a certificate evidencing the same.

It is expressly understood and agreed that the provisions of this paragraph shall survive the termination of this Agreement.

7. **Compensation.** The Association shall pay Manager as compensation for services hereunder an initial annual fee of \$50,000 for the first year of this agreement. Thereafter, the initial fee shall be adjusted annually to reflect a total annual fee

equal to 10% of the corresponding annual budget, exclusive of replacement reserves and the management fee itself. The fee shall be payable in equal monthly installments on the first day of each month by Manager as a deduction against receipts of the Common Expenses or other funds collected by Manager for the account of the Association.

For services in connection with the supervision of major alterations or capital improvements to the Common Areas which are outside the scope of Manager's obligations hereunder and which shall be requested by the Association, Manager shall be paid a fee equal to 6% of the total cost of such alterations or improvements, except that in the event such alterations or improvements are necessitated because of fire or other casualty loss to the Property, the fee shall be equal to 4% of such total cost.

Nothing contained in this Agreement shall prevent Manager from collecting fees from Unit Owners, or tenants of Unit Owners or of the Association, or from tenants of Units of Declarant for any services rendered by Manager to and at the request of such Unit Owners or tenants which are outside the scope of this Agreement, including housekeeping fees, the sale or leasing of Units of Unit Owners, the Association or Declarant.

Manager shall be reimbursed for all out-of-pocket expenses incurred by Manager in the performance of its duties hereunder.

8. **Term.** Subject to RSA 356-B:36, the term of this Agreement shall commence on the day of the First Closing and shall remain in effect for a term of three (3) years, and shall automatically renew for successive three (3) year terms unless terminated for cause by a majority vote of the Members of the Association or by Manager for any reason, in either instance on sixty (60) days' prior written notice. If Manager shall fail to perform or abide by any of its services, agreements, representations, warranties, covenants, or obligations herein, the Association shall have the right to terminate this Agreement at the end of any calendar month on not less than sixty (60) days' prior written notice to Manager. Manager may terminate this Agreement at any time on sixty (60) days' prior notice in writing to the Association. If this Agreement shall terminate on other than the last day of a month, then the monthly installment of compensation payable to Manager shall be prorated on a per diem basis. Upon termination, the parties shall account to each other with respect to all uncompleted business, and Manager shall deliver to the Association all leases, books, records and other documents relating to the Property and the Association, which may be in the possession of Manager.

In the event a petition in bankruptcy is filed by the Association or Manager, or in the event that an involuntary petition is filed against the Association or the Manager and not discharged or bonded against within sixty (60) days, or in the event that the Association or Manager shall make an assignment for the benefit of creditors or take advantage of any insolvency act, the other party hereto may forthwith terminate this Agreement without notice.

9. **Manager's Office.** The Association or Declarant will arrange (if possible) to make available to Manager during the term of this Agreement, without charge to Manager, an office on the Property, to be used by Manager, in connection with the performance of its services hereunder. Such office is to be furnished at no expense to Manager, with appropriate office furniture and telephones.
10. **Indemnification.** The Association agrees to indemnify Manager for any liability for damages, costs and expenses arising from injury to any person or property on or about and in connection with the Association, from any cause whatsoever, unless such injury is caused by Manager's own gross negligence or willful misconduct.
11. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the Association and Manager so as to cause Manager to be responsible in any way for the debts or obligations of the Association or any other party, it being the intention of the parties that the only relationship hereunder is that of agent and principal.
12. **Captions.** Captions have been inserted at the beginning of each section hereof for convenience of reference only and such captions shall not affect the construction or interpretation of any such section.
13. **Notices.** All statements, requests and notices hereunder shall be in writing and shall be sufficient in all respects if sent by certified or registered mail to the appropriate party at its address first above written or such other address as may be noticed to the other party. All such sufficient statements, requests and notices hereunder shall be deemed given when deposited in the mails in a properly addressed and sealed envelope, postage prepaid. Any notice of change of address or of an additional person to receive future notices shall not be effective until received.
14. **Counterparts.** This Agreement may be executed in more than one counterpart which, taken together, shall constitute the original of this Agreement.
15. **Assignment.** Manager may assign its rights and duties under this Agreement without the prior written consent of the Association, so long as assignee agrees in writing to assume and perform all the terms and covenants of the Agreement. Upon such an assumption, the Manager shall be released from any and all obligations under this Agreement.
16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to other persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be invalid and be enforced to the fullest extent permitted by law.

17. **Limitation of Liability.** Notwithstanding any provision of this Agreement to the contrary, no member of the Association's Board shall have any personal liability with respect to this Agreement. In addition, the liability of any Unit Owner with respect to this Agreement shall be limited to such proportionate share as is determined by the Percentage Interests of his or her Units.
18. **Manager's License.** Insofar as broker-dealer licensing may be required in order to enable Manager to lawfully perform its duties hereunder, Manager represents, warrants and covenants that either it or a duly authorized agent will be duly licensed under the laws of the State of New Hampshire as a real estate broker, and Manager shall maintain or cause to be maintained such license(s) in good standing throughout the term of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.


**ASSOCIATION**

RIVERWALK UNIT OWNERS ASSOCIATION

By: 

Name: Dennis M. Ducharme

Title: President

Witness:   
JUSTINE N. TOMICH


**MANAGER**

RIVERWALK AT LOON MOUNTAIN, LLC

By: 

Name: Dennis M. Ducharme

Title: Manager

Witness:   
JUSTINE N. TOMICH

# Exhibit 7

## AMENITIES USE AGREEMENT

**THIS AMENITIES USE AGREEMENT** (the "Agreement") is made as of this 2<sup>nd</sup> day of June, 2016, between RiverWalk at Loon Mountain, LLC, a New Hampshire Limited Liability Company, with an address of 33 Brookline Road, Lincoln, NH 03251 (the "Declarant"), and RiverWalk Unit Owners Association, a New Hampshire association, having an address of 33 Brookline Road, Lincoln, NH 03251 (the "Association").

### W I T N E S S E T H :

**WHEREAS**, the Declarant has promulgated a Public Offering Statement, Declaration of Condominium, Supplemental Declaration of Fractional Ownership, Bylaws, Rules and Regulations and related Condominium documents pursuant to NHRSA 356-B to create the RiverWalk at Loon Mountain, A Condominium ("Condominium") dated May 31, 2016, as the same may be amended from time to time (collectively, the "Documents"); and

**WHEREAS**, the Declarant owns, or will own, a certain Commercial Unit (the "Commercial Unit"), located in the Condominium which is intended to be used for the Amenities listed in Exhibit A attached here to (each an "Amenity" and collectively "Amenities").

**WHEREAS**, the Declarant will be providing the Amenities for use by both the Unit Owners ("Owner" or "Owners") of Residential Units at the Condominium, by this Agreement executed by the Declarant and the Association, and also the general public; and

**WHEREAS**, pursuant to this Agreement, the Owners will be entitled to the non-exclusive use of the Amenities on the terms and conditions set forth herein and as amended from time to time.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Declarant and the Association hereby agree as follows:

#### 1. GRANT; USE.

The Declarant and the Association agree that the Owners and their guests and invitees, by way of their membership in the Association, shall have the non-exclusive use of the Amenities under the terms and conditions of this Agreement. The Declarant agrees that so long as an Owner is or Owners are not in default under the terms hereof beyond any applicable notice and cure periods, the Owners shall be entitled to the non-exclusive use of the Amenities. The use hereby granted is non-exclusive use in common with the Declarant, its agents, guests, invitees, customers, its successors and assigns and the general public (the "Public Users"). Further, the Association acknowledges that certain special services will be provided to users of the Amenities on an a la carte additional fee basis to be established by the Declarant from time to time.

#### 2. TERM.

Subject to RSA 356-B:36, this Agreement is for the period of the existence of the Condominium commencing on the date a certificate allowing for use and occupancy of the Commercial Unit is issued for the Amenities by the local authorities and the Declarant has

furnished and equipped the Amenities in accordance with Section 6 hereof (the "Commencement Date"), and ending on the last day of the existence of the Condominium (the "Term").

**3. PAYMENT.**

(a) The Association shall pay to the Declarant an initial annual payment of \$50,000 (the "Annual Fee"), payable in advance in twelve (12) equal monthly installments commencing on the Commencement Date.

(b) The Annual Fee shall be increased on the anniversary of the Commencement Date and annually every successive year thereafter by a sum equal to the increase in the Expense Factor over the Base Year.

(c) For the purpose of this Agreement, the following definitions shall apply:

(i) The "Base Year" shall mean the first year of this Agreement, commencing on the Commencement Date.

(ii) The term "Comparative Year" shall mean the twelve (12) month period following the Base Year, and each subsequent period of twelve (12) months thereafter.

(iii) The term "Expense Factors" shall mean the total of all taxes and special or other assessments levied, assessed or imposed at any time by any governmental authority upon or against the Amenities; and the total of all operating costs and expenses incurred by the Declarant in connection with the operation of the Amenities.

**4. REAL ESTATE TAXES, MAINTENANCE COSTS.**

(a) The Declarant shall pay all real estate taxes and all Common Expenses for the Amenities during the term of this Agreement, including liability, improvements and contents insurance with respect to the build-out and the furnishings and personal property contained within the Amenities areas, exclusive of personal belongings of Members.

(b) For purposes of this Agreement, "real estate taxes" shall include all real estate taxes and assessments and all other charges, taxes, rents, levies and sums of every kind or nature whatsoever, extraordinary as well as ordinary, and whether or not now within the contemplation of the parties, as shall, during the Term, be imposed by any governmental authority (as such term is hereinafter defined) on, or become a lien in respect of, any and all taxes, assessments and charges levied, assessed or imposed upon all or any portion of the Commercial Unit in lieu of, or in addition to, the foregoing, under or by virtue of any present or future Requirements (as such term is hereinafter defined) whatsoever.

(c) For purposes of this Agreement, Common Expenses shall include all costs and expenses allocated and assessed by the Declarant to the Association, including the charges for the Amenities, pursuant to the Declaration as any or all of such documents may be amended from time to time.

(d) The Declarant shall adequately staff and maintain the Amenities to provide the services described in the Declaration.

**5. DEFAULT.**

The Association shall not be deemed in default hereunder, unless: (a) with respect to the payment of the Annual Fee only, the Association fails to pay an installment of the fee within (10) days from the date due; (b) the Association or an Owner creates, or permits to be maintained in the Commercial Unit, any nuisance affecting the Declarant or any agent, Owner, guest or invitee, and the Association or Owner shall have received written notice from the Declarant specifying the alleged nuisance and the Association or Owner, as applicable, shall not have cured or commenced diligent efforts to cure the same within twenty (20) days from receipt of such notice thereof, unless the matter is of greater priority; or (c) with respect to all other defaults, the Association shall have received written notice from the Declarant or in the case of an Owner, written notice from the Association or the Declarant, specifying the alleged default and the Association or Owner, as applicable, shall not have cured or commenced diligent efforts to cure the same within thirty (30) days from receipt of such notice thereof.

In the event of an uncured default, the Association's or an Owner's right to use the Amenities, as applicable, shall be suspended. The Association's default shall suspend the right of all Owners to use the Amenities.

**6. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATIONS AND RELOCATION OF CERTAIN AMENITIES.**

(a) The Declarant, at its sole cost and expense, shall construct, furnish, fit up and equip the Commercial Unit for its intended purpose and the installation of the Amenities, but the Declarant has no obligation to complete construction of all of the Amenities identified under Exhibit A hereto. The Declarant shall make all necessary repairs to the Commercial Unit and any Amenities completed during the Term, including, without limitation, all structural and non-structural repairs and replacements, painting and maintenance which are not the responsibility of the Association. The Association shall give the Declarant prompt notice of any defective condition in any structural elements, plumbing, heating or air conditioning systems, electrical lines or other utility systems, located in, servicing or passing through the Commercial Unit or of any other condition which the Association is obligated to repair under the terms of this Agreement. The Declarant has the right to make such repairs, alterations and replacements to the Amenities that may, in the sole opinion of the Declarant, be necessary or advisable. The Declarant shall also have the right and easement, from time to time, to change, alter, construct or install over, in, under, or through the Commercial Unit, lines, pipes, mains, wires, conduits, equipment and such other components as may be necessary in the Declarant's sole judgment.

(b) The Association shall not make structural or non-structural alterations to the Commercial Unit or replace any of the furnishings, fittings and equipment provided by the Declarant without having first obtained the prior written consent of the Declarant to any such alteration or replacement. The Association further agrees that any such alteration or replacement performed or obtained without the Declarant's prior written consent shall be at the Association's sole cost, expense and risk.

(c) The Declarant has constructed or installed certain of the Amenities to facilitate the operation of Phase I of the Condominium. In the future, the Declarant plans to construct Phase II and Phase III of the Condominium (the "Future Phases"), although the Declarant is not obligated

to do so (herein "Future Construction"). As a part of the Future Construction, the Declarant reserves the right to construct one or more of the equivalent Amenity features as a part of the Future Construction (the "Replacement Amenity") and the Declarant may discontinue the use of that Amenity located in Phase I. The Unit Owners and the Public users shall then have the right to use the Replacement Amenity. The terms and conditions of this Agreement shall apply to the Replacement Amenity.

In addition, the Declarant reserves the right to convert and create additional Residential Units at the Condominium at Declarant's sole discretion and expense, in any building areas in Phase I where Amenities have been discontinued in accordance with the terms hereof.

**7. COMPLIANCE WITH LAWS.**

The Association, the Owners and their non-exclusive use of the Amenities shall comply with all applicable statutes, the ordinances, orders, rules, regulations and requirements (collectively, "Requirements") of any Federal, State or local government or quasi-governmental agency, authority or instrumentality, (collectively, "Governmental Authority") and of the Condominium. The Declarant shall comply with all Requirements which are not the Association's or the Owners' obligations to comply with hereunder.

**8. DAMAGE, DESTRUCTION, CONDEMNATION/EMINENT DOMAIN, WITHDRAWAL.**

**(a) Destruction**

(i) Except as otherwise provided herein, in the event that the Commercial Unit or a portion thereof damaged or destroyed by fire or other casualty, the Declarant shall arrange for the prompt repair and restoration thereof (including all fixtures, furniture, furnishings, equipment and other personal property provided to or installed in the Commercial Unit by the Declarant, subject to the availability of insurance proceeds).

(ii) If fifty percent (50%) or more of the Commercial Unit is damaged or destroyed by fire or other casualty, the Declarant shall have the option, to be exercised in its sole discretion, not to repair and restore the Commercial Unit, and to terminate this Agreement immediately upon written notice to the Association.

**(b) Eminent Domain Taking or Condemnation**

In the event of a taking or condemnation of the Commercial Unit by any Governmental Authority, the Declarant shall only be obligated to repair, restore or rebuild (including all fixtures, furniture, furnishings, equipment and other personal property provided to or installed in the Commercial Unit) areas of the Commercial Unit taken or condemned if there is sufficient land/area to do so and, if reasonable to do so, based on cost, and after receipt of the condemnation award.

(c) In the event that the Condominium is withdrawn from the provisions of the New Hampshire Condominium Act, as the same may be amended from time to time, or the Condominium is otherwise terminated, this Agreement shall automatically terminate without the necessity for any notice to the Association.

(d) The Association and the Owners shall give immediate notice to the Declarant in case of fire, casualty or accident in, on or at the Commercial Unit or a taking or condemnation of any portion of the Condominium.

**9. ASSIGNMENT.**

The Association shall not have the right to assign, sublet or transfer all or any part of its interest under this Agreement without the prior written consent of the Declarant, which may be withheld in the Declarant's sole discretion.

**10. SUBORDINATION AND NON-DISTURBANCE.**

This Agreement and the Association's rights hereunder and right to use the Amenities are expressly made and subordinate to any and all existing and future mortgages secured by the Amenities; provided, however, that the Declarant shall use its best efforts to obtain and deliver to the Association a non-disturbance agreement, in recordable form, executed and acknowledged by the mortgagee(s) under any future mortgage and renewal, modification, consolidation, replacement or extension of such existing and future mortgage, and/or any assignees, successors-in-interest and subsequent owners acquiring the building in which the Commercial Unit is located during the Term. Such non-disturbance agreement shall provide in effect that so long as the Association is not in default in the performance of its obligations under this Agreement beyond any applicable grace period, the Association's use and occupancy of the Amenities shall remain peaceful, quiet and undisturbed and in full force and effect.

**11. INDEMNIFICATION.**

The Association agrees to indemnify and hold harmless the Declarant from and against any and all claim, damage, liability, expense, suit, action, judgment or other loss actually incurred or suffered by the Declarant as a result of the negligence (including negligent omissions) or willful or intentional misconduct of the Association, its agents, employees, contractors, licensees, invitees or guests on or at the Amenities, the Owners or the Association's breach of this Agreement.

**12. NOTICE.**

All notices required to be given hereunder shall be delivered personally or given by certified mail, return receipt requested, as follows:

To The Declarant: RiverWalk at Loon Mountain, LLC  
33 Brookline Road  
Lincoln, NH 03251

To The Association: RiverWalk Unit Owners Association  
33 Brookline Road  
Lincoln, NH 03251

All notices or other communications may also be made via recognized overnight carrier or facsimile transmission. The effective date of the notice shall be: three (3) days after mailing, if delivered by certified mail; and the next business day, if delivered by any other method permitted hereunder. The attorneys for each party may, but are not required to, give any notice required hereunder to be given on behalf of their respective clients.

**13. AMENDMENTS.**

This Agreement may be amended by either a written instrument executed by both the Declarant and the Association.

**14. DUE AUTHORIZATION.**

The Declarant and the Association each represent to the other that it has been duly authorized to enter into this Agreement, and perform the obligations set forth herein, that it is empowered to do so without the consent or approval of any third party, and that the officer or member, as applicable, executing this Agreement on its behalf has been duly authorized to do so.

**15. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, except for New Hampshire conflicts of laws, which shall not apply.

**16. CONFLICTS.**

In the event of any conflict between the terms and provisions of this Agreement, as amended from time to time, or the Documents, the terms and provisions of the Documents shall control.

**17. SUCCESSORS AND ASSIGNS.**

This Agreement shall inure to the benefit of and any obligation created hereby shall be binding upon respective successors and assigns of the Declarant and the Association. Notwithstanding the binding of successors and assigns, nothing herein shall be construed to create a right of assignment beyond that set forth in the Agreement, if any.

**[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]**

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

**DECLARANT:**

RiverWalk at Loon Mountain, LLC

By: [Signature]  
Dennis M. Ducharme, Manager  
Duly Authorized

**STATE OF NEW HAMPSHIRE  
COUNTY OF**

On the 18 day of march in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Dennis M. Ducharme, Manager of RiverWalk at Loon Mountain, LLC.



[Signature]  
Notary Public  
My Commission Expires NOV 17 2017  
JUSTINE N. TOMON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 17, 2017

**ASSOCIATION:**

RiverWalk Unit Owners Association

By: [Signature]  
Name: Dennis M. Ducharme  
Title: President

**STATE OF NEW HAMPSHIRE  
COUNTY OF**

On the 18 day of march in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Dennis M. Ducharme, President of the RiverWalk Unit Owners Association.



[Signature]  
Notary Public  
My Commission Expires:  
JUSTINE NICOLE TOMON  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 17, 2017

**EXHIBIT A  
TO THE  
AMENITIES USE AGREEMENT  
FOR  
RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM**

The Amenities included in the Amenities Use Agreement are as follows:

Members Club  
Fitness Room  
Pool  
Hot Tub  
Spa  
Women's Locker Room  
Men's Locker Room  
Game Room  
Ski Lockers  
Ice Skating Rink

The above Amenities are sometimes referred to herein as "the Amenities."

# Exhibit 8

**RIVERWALK RESORT OPERATING BUDGET  
2026**

<b>REVENUE</b>	
Fractional Fee Assessment	2,390,435
Fractional Real Estate Tax Assessment	335,485
Reserve Income	130,746
Commercial/Common Area Assessment	382,912
Commercial/Common Area-RE Tax	295,917
Week's Fee Assessment	22,086
Week's Real Estate Tax Assessment	1,497
Working Capital	110,526
Front Desk-Incidental Revenue	303,900
Developer Fee Assessment	578,960
Misc	51,254
Developer Contribution	2,483,744
<b>TOTAL REVENUE</b>	<b>7,087,462</b>

<b>OPERATING EXPENSES</b>	
Electricity	517,800
Gas	265,500
Trash Removal	38,100
Telephone	14,400
Internet	18,000
Cable Television	97,272
Swimming Pool/Spa	33,200
Grounds, Landscaping, Snow Removal	53,680
Repairs & Maintenance, Supplies	208,056
HVAC	17,760
Activities	13,950
Guest Services	36,300
Uniforms/Cleaning & Laundry Supplies	257,900
Room Equipment Replacement	19,200
Carpet Cleaning	1,200
Linen Replacement	26,000
Amenities Usage Fee	100,000
Vehicle Expense	62,100
<b>TOTAL OPERATING EXPENSES</b>	<b>1,780,418</b>

<b>EXPENSES</b>	
Payroll	3,593,509
Operating	1,780,418
Administrative	1,583,527
Reserves	130,008
<b>TOTAL EXPENSES</b>	<b>7,087,462</b>

<b>ADMINISTRATIVE AND GENERAL</b>	
Management, Accounting Fees	263,932
Office Expense	40,400
Bank, Credit Card Fees	75,900
Advertising/Marketing Retainer	15,600
Insurance	370,473
Payroll Proc., Prof. Fees, Postage, Misc.	162,454
NH Business Enterprise Tax	9,000
Property Taxes	645,768
<b>TOTAL G&amp;A</b>	<b>1,583,527</b>

<b>PAYROLL EXPENSES</b>	
<b>WAGES, TAXES AND BENEFITS</b>	
Salary & Wages	3,221,842
Taxes & Benefits	371,667
<b>TOTAL PAYROLL EXPENSES</b>	<b>3,593,509</b>

**RiverWalk Resort  
2026**

**ANNUAL FEES PER 1/6 FRACTION OWNED**

UNIT TYPES	DESIGN	Approx. SQ. Feet	OPERATING FEE	RE TAX FEE	RESERVE FEE	TOTAL FEES
STUDIO	A	361	\$ 1,027.00	\$ 259.00	\$ 74.00	\$ 1,360.00
ONE BEDROOM	B	844	\$ 2,260.00	\$ 382.00	\$ 135.00	\$ 2,777.00
ONE BEDROOM	C	876	\$ 2,430.00	\$ 382.00	\$ 141.00	\$ 2,953.00
ONE BEDROOM	D	734	\$ 2,023.00	\$ 382.00	\$ 127.00	\$ 2,532.00
ONE BEDROOM	F	722	\$ 1,989.00	\$ 382.00	\$ 126.00	\$ 2,497.00
TWO BEDROOM	E1 & E2	1,233	\$ 3,418.00	\$ 472.00	\$ 198.00	\$ 4,088.00
TWO BEDROOM	E3	1,077	\$ 2,646.00	\$ 472.00	\$ 172.00	\$ 3,290.00
TWO BEDROOM	E4	1,194	\$ 4,066.00	\$ 562.00	\$ 227.00	\$ 4,855.00
TWO BEDROOM	G	1,134	\$ 2,944.00	\$ 472.00	\$ 172.00	\$ 3,588.00
THREE BEDROOM	H	1,474	\$ 3,249.00	\$ 472.00	\$ 184.00	\$ 3,905.00
THREE BEDROOM	I	2,004	\$ 3,113.00	\$ 472.00	\$ 178.00	\$ 3,763.00
THREE BEDROOM	X	1,504	\$ 3,969.00	\$ 472.00	\$ 215.00	\$ 4,656.00
THREE BEDROOM	J-P2	1,615	\$ 5,304.00	\$ 562.00	\$ 225.00	\$ 6,091.00
THREE BEDROOM	J	1,849	\$ 3,418.00	\$ 472.00	\$ 198.00	\$ 4,088.00
THREE BEDROOM	K-P2	1,400	\$ 4,067.00	\$ 562.00	\$ 227.00	\$ 4,856.00
THREE BEDROOM	K	1,514	\$ 4,389.00	\$ 562.00	\$ 237.00	\$ 5,188.00
THREE BEDROOM	L	2,163	\$ 4,389.00	\$ 562.00	\$ 237.00	\$ 5,188.00
THREE BEDROOM	M	1,963	\$ 5,304.00	\$ 562.00	\$ 270.00	\$ 6,136.00
THREE BEDROOM	N1	2,324	\$ 3,969.00	\$ 472.00	\$ 215.00	\$ 4,656.00
THREE BEDROOM	N2	1,889	\$ 3,969.00	\$ 472.00	\$ 215.00	\$ 4,656.00
THREE BEDROOM	N3	2,403	\$ 6,064.00	\$ 562.00	\$ 303.00	\$ 6,929.00
THREE BEDROOM	O	1,994	\$ 5,304.00	\$ 562.00	\$ 270.00	\$ 6,136.00
THREE BEDROOM	P	2,250	\$ 6,237.00	\$ 562.00	\$ 304.00	\$ 7,103.00
THREE BEDROOM	P1 & P3	2,473	\$ 5,402.00	\$ 562.00	\$ 270.00	\$ 6,234.00
THREE BEDROOM	P2,P4,P5,P6	2,363	\$ 6,237.00	\$ 562.00	\$ 304.00	\$ 7,103.00
THREE BEDROOM	P7 & P8	2,110	\$ 5,954.00	\$ 562.00	\$ 292.00	\$ 6,808.00

**RiverWalk Resort  
2026**

**ANNUAL FEES WHOLE OWNERSHIP**

<b>UNIT TYPES</b>	<b>DESIGN</b>	<b>Approx. SQ. Feet</b>	<b>OPERATING FEE</b>	<b>RE TAX FEE</b>	<b>RESERVE FEE</b>	<b>TOTAL FEES</b>
STUDIO	A	361	\$ 6,162.00	\$ 1,554.00	\$ 444.00	\$ 8,160.00
ONE BEDROOM	B	844	\$ 13,560.00	\$ 2,292.00	\$ 810.00	\$ 16,662.00
ONE BEDROOM	C	876	\$ 14,580.00	\$ 2,292.00	\$ 846.00	\$ 17,718.00
ONE BEDROOM	D	734	\$ 12,138.00	\$ 2,292.00	\$ 762.00	\$ 15,192.00
ONE BEDROOM	F	722	\$ 11,934.00	\$ 2,292.00	\$ 756.00	\$ 14,982.00
TWO BEDROOM	E1 & E2	1,233	\$ 20,508.00	\$ 2,832.00	\$ 1,188.00	\$ 24,528.00
TWO BEDROOM	E3	1,077	\$ 15,876.00	\$ 2,832.00	\$ 1,032.00	\$ 19,740.00
TWO BEDROOM	E4 & E5	1,194	\$ 24,396.00	\$ 3,372.00	\$ 1,362.00	\$ 29,130.00
TWO BEDROOM	G	1,134	\$ 17,664.00	\$ 2,832.00	\$ 1,032.00	\$ 21,528.00
THREE BEDROOM	H	1,474	\$ 19,494.00	\$ 2,832.00	\$ 1,104.00	\$ 23,430.00
THREE BEDROOM	I	2,004	\$ 18,678.00	\$ 2,832.00	\$ 1,068.00	\$ 22,578.00
THREE BEDROOM	X	1,504	\$ 23,814.00	\$ 2,832.00	\$ 1,290.00	\$ 27,936.00
THREE BEDROOM	J	1,615	\$ 31,824.00	\$ 3,372.00	\$ 1,350.00	\$ 36,546.00
THREE BEDROOM	J	1,849	\$ 20,508.00	\$ 2,832.00	\$ 1,188.00	\$ 24,528.00
THREE BEDROOM	K	1,400	\$ 24,402.00	\$ 3,372.00	\$ 1,362.00	\$ 29,136.00
THREE BEDROOM	K	1,514	\$ 26,334.00	\$ 3,372.00	\$ 1,422.00	\$ 31,128.00
THREE BEDROOM	L	2,163	\$ 26,334.00	\$ 3,372.00	\$ 1,422.00	\$ 31,128.00
THREE BEDROOM	M	1,963	\$ 31,824.00	\$ 3,372.00	\$ 1,620.00	\$ 36,816.00
THREE BEDROOM	N1	2,324	\$ 23,814.00	\$ 2,832.00	\$ 1,290.00	\$ 27,936.00
THREE BEDROOM	N2	1,889	\$ 23,814.00	\$ 2,832.00	\$ 1,290.00	\$ 27,936.00
THREE BEDROOM	N3	2,403	\$ 36,384.00	\$ 3,372.00	\$ 1,818.00	\$ 41,574.00
THREE BEDROOM	O	1,994	\$ 31,824.00	\$ 3,372.00	\$ 1,620.00	\$ 36,816.00
THREE BEDROOM	P	2,250	\$ 37,422.00	\$ 3,372.00	\$ 1,824.00	\$ 42,618.00
THREE BEDROOM	P1 & P3	2,473	\$ 32,412.00	\$ 3,372.00	\$ 1,620.00	\$ 37,404.00
THREE BEDROOM	P2,P4,P5,P6	2,363	\$ 37,422.00	\$ 3,372.00	\$ 1,824.00	\$ 42,618.00
THREE BEDROOM	P7 & P8	2,110	\$ 35,724.00	\$ 3,372.00	\$ 1,752.00	\$ 40,848.00

**RiverWalk Resort  
2026**

**ANNUAL FEES PER 1/12 FRACTION OWNED**

UNIT TYPES	DESIGN	Approx. SQ. Feet	OPERATING FEE	RE TAX FEE	RESERVE FEE	TOTAL FEES
STUDIO	A	361	\$ 513.50	\$ 129.50	\$ 37.00	\$ 680.00
ONE BEDROOM	B	844	\$ 1,130.00	\$ 191.00	\$ 67.50	\$ 1,388.50
ONE BEDROOM	C	876	\$ 1,215.00	\$ 191.00	\$ 70.50	\$ 1,476.50
ONE BEDROOM	D	734	\$ 1,011.50	\$ 191.00	\$ 63.50	\$ 1,266.00
ONE BEDROOM	F	722	\$ 994.50	\$ 191.00	\$ 63.00	\$ 1,248.50
TWO BEDROOM	E1 & E2	1,233	\$ 1,709.00	\$ 236.00	\$ 99.00	\$ 2,044.00
TWO BEDROOM	E3	1,077	\$ 1,323.00	\$ 236.00	\$ 86.00	\$ 1,645.00
TWO BEDROOM	E4 & E5	1,194	\$ 2,033.00	\$ 281.00	\$ 113.50	\$ 2,427.50
TWO BEDROOM	G	1,134	\$ 1,472.00	\$ 236.00	\$ 86.00	\$ 1,794.00
THREE BEDROOM	H	1,474	\$ 1,624.50	\$ 236.00	\$ 92.00	\$ 1,952.50
THREE BEDROOM	I	2,004	\$ 1,556.50	\$ 236.00	\$ 89.00	\$ 1,881.50
THREE BEDROOM	X	1,504	\$ 1,984.50	\$ 236.00	\$ 107.50	\$ 2,328.00
THREE BEDROOM	J	1,615	\$ 2,652.00	\$ 281.00	\$ 112.50	\$ 3,045.50
THREE BEDROOM	J	1,849	\$ 1,709.00	\$ 236.00	\$ 99.00	\$ 2,044.00
THREE BEDROOM	K	1,400	\$ 2,033.50	\$ 281.00	\$ 113.50	\$ 2,428.00
THREE BEDROOM	K	1,514	\$ 2,194.50	\$ 281.00	\$ 118.50	\$ 2,594.00
THREE BEDROOM	L	2,163	\$ 2,194.50	\$ 281.00	\$ 118.50	\$ 2,594.00
THREE BEDROOM	M	1,963	\$ 2,652.00	\$ 281.00	\$ 135.00	\$ 3,068.00
THREE BEDROOM	N1	2,324	\$ 1,984.50	\$ 236.00	\$ 107.50	\$ 2,328.00
THREE BEDROOM	N2	1,889	\$ 1,984.50	\$ 236.00	\$ 107.50	\$ 2,328.00
THREE BEDROOM	N3	2,403	\$ 3,032.00	\$ 281.00	\$ 151.50	\$ 3,464.50
THREE BEDROOM	O	1,994	\$ 2,652.00	\$ 281.00	\$ 135.00	\$ 3,068.00
THREE BEDROOM	P	2,250	\$ 3,118.50	\$ 281.00	\$ 152.00	\$ 3,551.50
THREE BEDROOM	P1 & P3	2,473	\$ 2,701.00	\$ 281.00	\$ 135.00	\$ 3,117.00
THREE BEDROOM	P2,P4,P5,P6	2,363	\$ 3,118.50	\$ 281.00	\$ 152.00	\$ 3,551.50
THREE BEDROOM	P7 & P8	2,110	\$ 2,977.00	\$ 281.00	\$ 146.00	\$ 3,404.00

MAINTENANCE FEES PER TIMESHARE WEEK OWNED

RiverWalk

UNIT		OPERATING	RE TAX	RESERVE	TOTAL	% CHANGE
TYPES	SQ. Feet	FEE	FEE	FEE	FEES	OPER FEE
TWO BEDROOM	1,135	828.23	56.13	164.09	1,048.45	5.0%

# Exhibit 9

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**RULES  
OF  
RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM**

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**RIVERWALK AT LOON MOUNTAIN, A CONDOMINIUM  
LINCOLN, NH**

**RULES**

Dated: \_\_\_\_\_

**The following Rules** hereby adopted by RiverWalk at Loon Mountain, LLC, a New Hampshire LLC, with an address at 33 Brookline Road, Lincoln, New Hampshire 03251 (the “Declarant”), together with such additional Rules as may hereafter be adopted by the Association shall govern the use of Units at RiverWalk at Loon Mountain, A Condominium, a New Hampshire condominium, with an address at 33 Brookline Road, Lincoln, New Hampshire 03251 (the “Condominium”) and the conduct of all persons occupying a Unit at the Condominium, whether as Unit or Fractional Owner during a designated Use Period or a member of the public occupying a Unit during a rental period, as well as his or her respective guests, invitees, agents or employees (collectively, “Occupants”). These Rules shall be deemed to be in effect until amended by the Directors of RiverWalk Unit Owners Association (the “Association”) or the Manager designated by the Declarant or the Directors and shall apply to and be binding upon the Unit Owners. Occupants of Units shall, at all times, obey said Rules and shall use their best efforts to see that they are faithfully observed by their guests, invitees, agents and persons over whom they exercise control and supervision. The Initial Rules are as follows:

## **1. Occupancy Under Rules.**

1.1. These Rules shall apply to Common Areas and Limited Common Areas, as well as and Facilities, which, for the purposes of these Rules, shall comprise furnishings, appliances, fixtures, carpets, finishes and decorations in each Unit, and no Occupant shall alter, repair, renovate, remove or replace any portion of the Common Areas, Limited Common Areas or Facilities of a Unit without the express written approval of the Association and Manager.

1.2. Occupants shall conduct themselves at the Condominium in a careful and safe manner, with due consideration and respect for the rights, interests and enjoyment of the other Occupants of the Condominium.

1.3. Occupancy of a Fractional Unit shall commence no earlier than 4:00PM on the day on which his or her Use Period or rental period commences. Upon expiration of a Use Period or rental period, Occupants shall be responsible for removal of all persons and their personal property, food, refuse and household trash from the Fractional Unit which they occupied, shall vacate the Fractional Unit no later than 11:00 a.m. on the last day of the Use Period or rental period he or she is entitled to occupy the Unit; shall leave the Fractional Unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures as may from time to time be contained in these Rules.

1.4. Any personal property, food, refuse and waste found in a Fractional Unit upon expiration of a Use Period or rental period shall be deemed to have been abandoned by the Occupant. Such personal property, food, refuse and household trash may, at the expense of the Occupant, be removed by the maintenance personnel employed by or on behalf of the Manager and neither the maintenance personnel nor the Manager, Association, nor Declarant shall have any responsibility to the Occupant for such personal property.

1.5. No Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Manager or the Association.

1.6. Unless rented by the Manager, a Unit or Fractional Owner and renter who contracts to rent a Unit during a rental period shall be individually responsible for compliance with these Rules, notwithstanding that a Unit was occupied by his or her invitee, guest or agent.

1.7. Complaints regarding the service of the Condominium shall be made in writing to the Manager.

## **2. Owner's Clubhouse Use and Ski Locker Limited Assignment**

2.1. Only Residential Unit Owners, and not Residential Unit renters, may enter and use the Owner's Clubroom on the First Floor and the Ski Storage Room in the Basement. The ski lockers located in the Ski Storage Room shall be reserved for the exclusive use of the Unit Owner(s) of the Unit to which individual lockers as shall be assigned by the Manager.

**3. Misuse of Common Areas, Limited Common Areas and/or Facilities.**

3.1. The Common Areas, Limited Common Areas and/or Facilities shall not be obstructed, littered, defaced or misused in any manner.

3.2. No garbage cans, supplies, or other articles shall be placed on the patios, decks, balconies, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the Common Areas, Limited Common Areas and/or Facilities, and the Common Areas, Limited Common Areas and/or Facilities shall be kept free and clear of refuse, debris and other unsightly material.

**4. Misuse of Units.**

4.1. Occupants shall not use or permit the use any Unit or any Common Areas, Limited Common Areas and/or Facilities in any manner which would be illegal or disturbing or a nuisance to other Occupants or in such a way as to be injurious to the reputation, quality or image of the Condominium.

4.2. No inflammable, combustible, or explosive fluid, chemical, or substance, shall be kept in any Unit or Common Area, Limited Common Areas and/or Facility, except such as are required for normal household use.

4.3. The sidewalks, if any, walkways, entrances, and all of the Common Areas, Limited Common Areas and/or Facilities must not be obstructed or encumbered or used for any purpose (excluding, patios, decks and balconies) other than ingress and egress to and from the Unit or the Limited Common Area; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.

4.4. No Occupant shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entry ways or doors of the Unit or the Limited Common Area, nor shall he or she sweep or throw from his or her Unit any dirt or other substances outside of his or her Unit or on the Common Areas, Limited Common Areas and/or Facilities of the Condominium.

**5. Responsibility for Damage to Condominium Property.**

5.1. Occupants shall be individually liable for any and all damage to the Common Areas, Limited Common Areas and/or Facilities caused by their family member, tenant, guest, invitee or agents.

**6. Maintenance and Repair.**

6.1. General maintenance, cleaning, repair and refurbishing of Units and/or Limited Common Area shall be the responsibility of the Association. However, if a Unit and/or Limited Common Area is found to have been damaged or left in a condition of disrepair or extraordinary uncleanliness by a Unit or Fractional Owner, or his or her family member, tenant,

guest, invitee or agents, the Manager may charge the Unit or Fractional Owner for the cost of maintenance, repair or refurbishment beyond what the Association determines to be usual wear and tear on the Unit and/or Limited Common Area.

**7. Landscaping, Gardening.**

7.1. No Occupant shall move, remove, add or otherwise change the landscaping of the Condominium.

**8. Painting or Staining.**

8.1. No Occupant shall paint or stain the surfaces of the windows, walls, doors or other surfaces of any Unit.

**9. Pets.**

9.1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Units. The Manager shall have the power to prohibit pets from being kept on the Condominium Property, except as is required by law in the case of service/assistance animals.

**10. Curtains, Shades and Venetian Blinds.**

10.1. No clothes lines, clothing, shades, curtains, awnings or window guards shall be used in or about the Unit, except such as shall have been approved in writing by the Manager which approval may be granted or refused in the sole discretion of the Manager.

**11. Screens, Awnings, and Similar Amenities.**

11.1. No Occupant shall attach a screen, storm door, awning or radio, television or other aerial from the exterior of the Condominium and no sign, notice, advertisement of illumination shall be inscribed in or exposed on or at any window or other part of the Condominium, except such as shall be approved by the Manager which approval may be granted or refused in the sole discretion of the Manager; nor shall anything be projected from any window within the Condominium without similar approval.

**12. Parking.**

12.1. No vehicle belonging to an Occupant shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from a parking spot by another vehicle. The Manager may, upon notice to all Unit and Fractional Owners, assign or restrict parking spaces, administer and enforce parking requirements, remove vehicles that are found in violation of parking requirements, and establish penalties for violations. The Manager may charge and assess Occupants for such penalties and the cost of removal of vehicles.

**13. Commercial Vehicles.**

13.1. Unless used in connection with the maintenance of the Units, Common Areas,

Limited Common Area and/or Facilities, or deliveries to the Condominium or for functions and activities, no commercial vehicles of a weight of two (2) tons or more or any unlicensed motor vehicle shall be permitted to remain overnight on the Condominium. The Manager may charge and assess Occupants for such penalties and the cost of removal of commercial vehicles.

**14. Boats, Campers, Snowmobiles and Similar Vehicles.**

14.1. No boats, campers, trailers, mobile homes, recreation vehicles, snowmobiles, minibikes, or similar vehicles shall be operated on or stored on any portion of the Condominium. The Manager may charge and assess Occupants for such penalties and the cost of removal of such vehicles.

**15. No Installation of Appliances.**

15.1. No ventilator, heating, air conditioning, humidifier or dehumidifier, or like appliances shall be installed in any Unit, except those constructed or installed at the time of construction of the Unit, or any replacements thereof by the Association.

**16. Electrical Equipment.**

16.1. No Occupant shall make or permit any disturbing noises nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Occupants.

16.2. All radios, televisions, and other electrical equipment or appurtenances thereto ("Electrical Equipment"), of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements or recommendations of the Underwriter's Laboratories and the public authorities having jurisdiction, and the Occupant shall be liable for any damage or injury caused by any radio, television, musical instrument or other Electrical Equipment ("Electrical Equipment") located in the Unit he or she occupies. Volumes shall be maintained at a level that does not disturb or interfere with the quiet enjoyment of the Condominium by its Occupants and the Manager shall have the right to require the reduction in volume or removal of such Electrical Equipment from a Unit if the Manager determines, in its sole discretion, the use of the Electrical Equipment is disturbing other Occupants.

16.3. No Occupant shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier outside of the Occupant's Unit, or in the pool and amenities areas or in any Common Area or Limited Common Area.

16.4. No radio or television installation, or other wiring, shall be made without the written consent of the Manager.

**17. Advertising.**

17.1. No sign, advertisement, notice or other lettering, shall be exhibited, displayed, inscribed, painted or affixed, in on or upon any part of the Units, Common Area or Limited

Common Area by any Occupant without written permission of the Manager.

**18. Garbage and Refuse.**

18.1. Garbage, refuse and recyclables shall not be kept, stored, allowed or accumulate outdoors on any portion of the Condominium except containers designated by the Manager for disposal and storage of such garbage, refuse and recyclables. Refuse and bagged garbage shall be deposited only in the area(s) provided therefor.

**19. Entry and Inspection.**

19.1. Any officer of the Association and the Manager shall, in the performance of their duties, have the right to enter into a Unit for the purpose of:

19.1.1. ascertaining compliance of the Occupant with the Condominium Declaration, Fractional Declaration, By-Laws or Rules of the Condominium; or

19.1.2. ascertaining responsibility for damage caused to a Unit or Units or the Common Areas, Limited Common Areas and/or Facilities; or

19.1.3. making the determination with respect to matters involving casualty or liability insurance on the Condominium; or

19.1.4. making repairs in accordance with the repair responsibilities imposed on the Association or Manager or to prevent damage to the Units, Common Area or Limited Common Area.

**20. Notice of Entry; Emergency Access.**

20.1. Except in the event of emergency to prevent immediate damage to a Unit, to other Units, or to the Common Areas, Limited Common Areas and/or Facilities, to repair or restore an essential utility service to any portion of Condominium, any entry into a Unit by the Association, Manager or their employees or agents shall be on reasonable notice and at reasonable hours.

**21. Pass Keys.**

21.1. The Association or its agents, including the Manager, may retain a pass key to each Unit. Occupants shall not alter any lock or install a new lock on any door without consent of the Manager. Except as given in accordance with this Section, if any key or keys are entrusted by an Occupant to an employee of the Association or its agents, whether for such Occupant's Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Occupant and neither the Association, Manager nor their agents shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

**22. Burglar Alarms.**


22.1. No individual burglar alarm system shall be installed in any Unit.

**23. Exterior Cooking Devices.**

23.1. Occupants shall not install or use anywhere within the Condominium any exterior cooking devices such as electric, charcoal, and/or gas grills except as may be installed by the Association or Manager.

IN WITNESS WHEREOF, the Declarant has caused these Rules to be executed by its duly authorized officer this 18 day of MARCH, 2016.


RIVERWALK AT LOON MOUNTAIN, LLC  
By: Dennis M. Ducharme  
Title: Manager

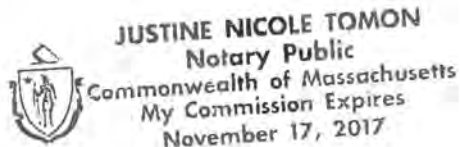
By:   
\_\_\_\_\_, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF

On this 18 day of MARCH, 2016, personally appeared, Dennis M. Ducharme, personally known me or satisfactorily proven to be the person whose name is subscribed to within instrument, and acknowledged that he is the president of RIVERWALK AT LOON, Manager of RiverWalk at Loon Mountain, LLC, and as such is duly authorized to execute the same on behalf of RiverWalk at Loon Mountain, LLC.

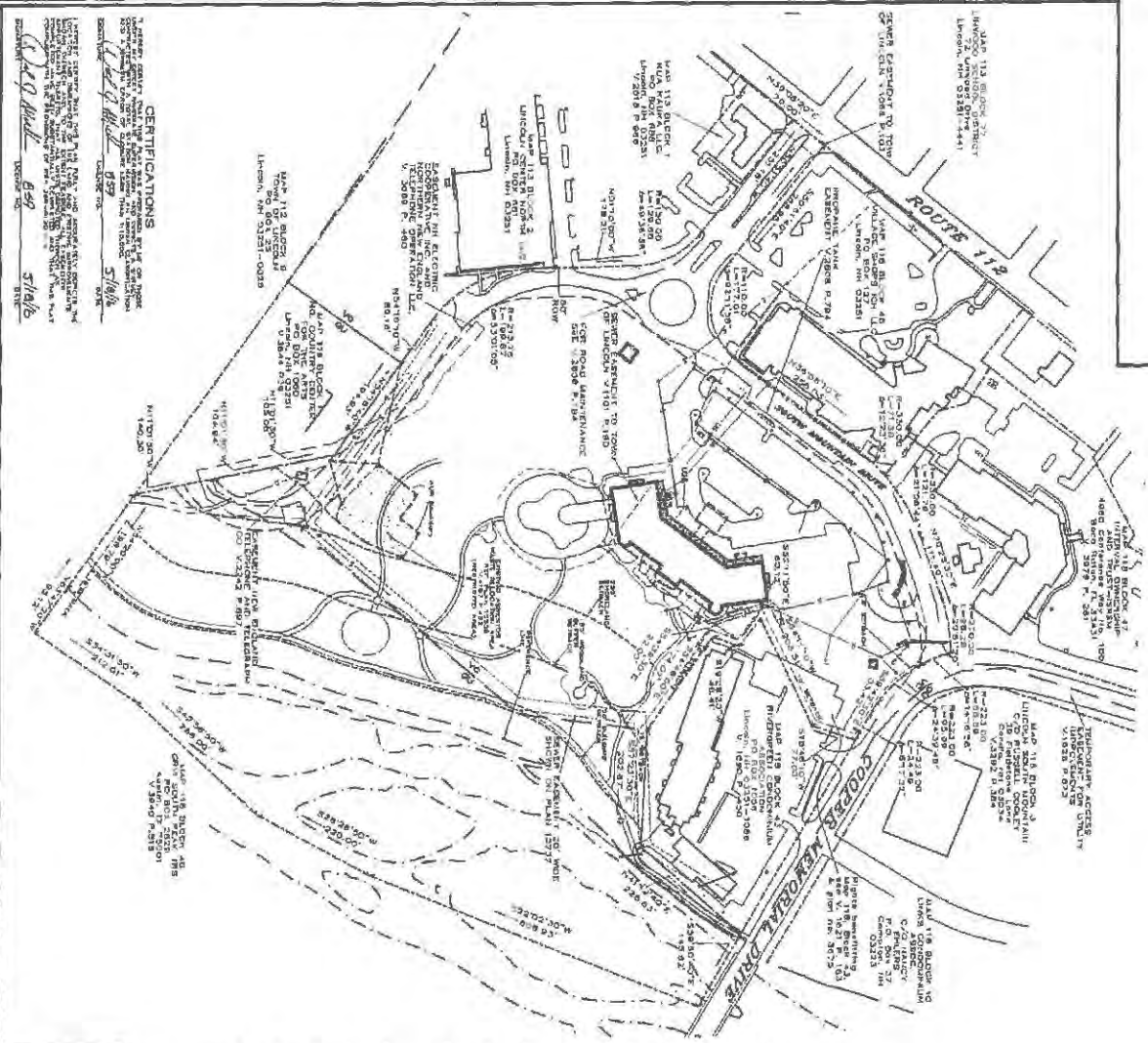


  
\_\_\_\_\_  
Justice of the Peace/Notary Public  
Printed Name:  
My Commission expires: \_\_\_\_\_



# Exhibit 10





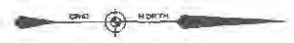
**CERTIFICATIONS**

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the Planning Board of the Town of Lenox, New York, and that the same is a true and correct copy of the original as the same appears in the files of the Planning Board of the Town of Lenox, New York, and that the same is a true and correct copy of the original as the same appears in the files of the Planning Board of the Town of Lenox, New York.

*[Signature]*  
DATE: 5/18/16

**RECORDED EASEMENTS AND ENCUMBRANCES NOT CAPABLE OF BEING PLOTTED**

1. Grant from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
2. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
3. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
4. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
5. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
6. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
7. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
8. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
9. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
10. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
11. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
12. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
13. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
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21. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
22. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.
23. Easement from Farmington Investment Associates to GHA Corporation, recorded in the County of Dutchess, New York, dated 10/12/10, for the purpose of allowing Farmington Investment Associates to use the easement for the purpose of installing and maintaining a utility line across the property.



**LEGEND**

Property Line	---
Line of Easement	---
Line of Encumbrance	---
Line of Survey	---
Line of Right-of-Way	---
Line of Easement	---
Line of Encumbrance	---
Line of Survey	---
Line of Right-of-Way	---
Line of Easement	---
Line of Encumbrance	---
Line of Survey	---
Line of Right-of-Way	---

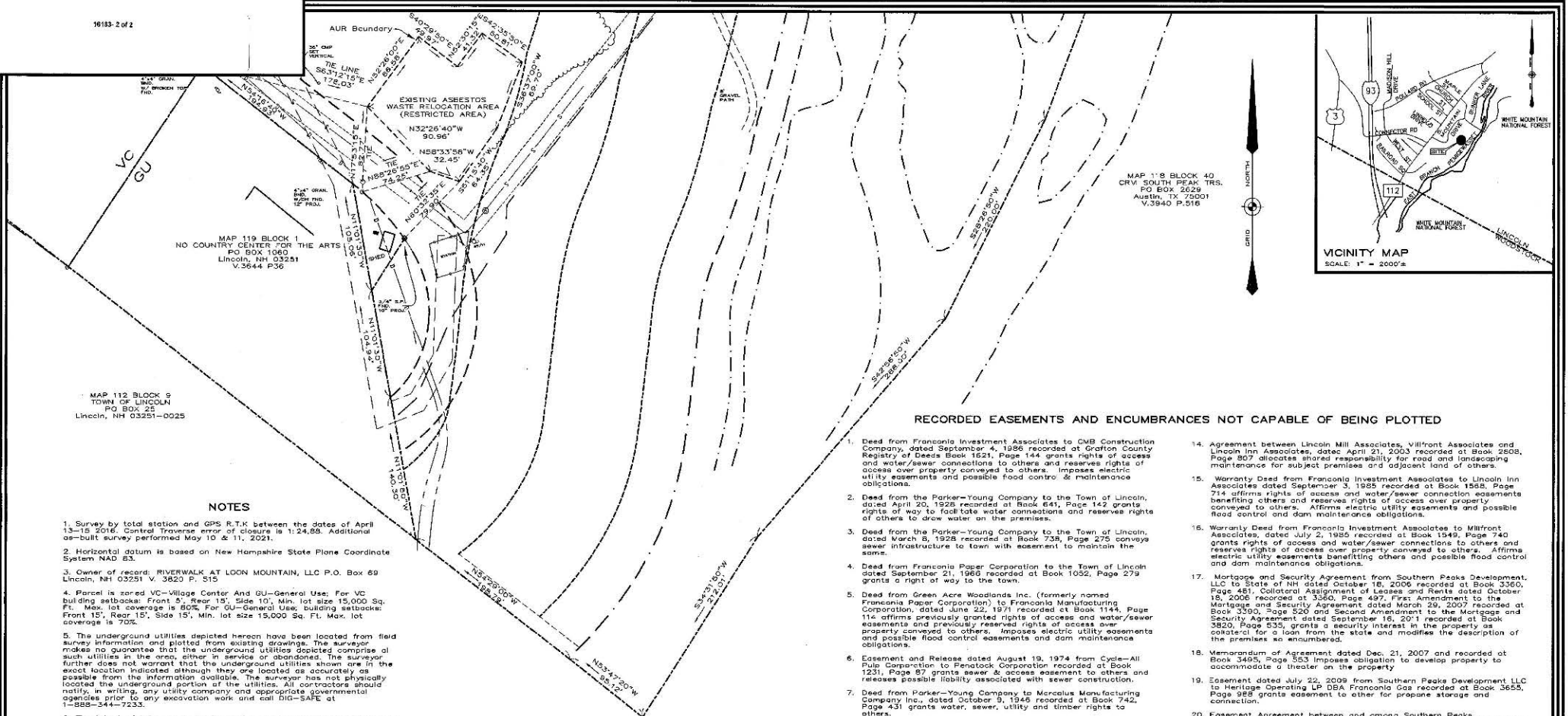
**RICHARD D. BARTLETT & ASSOCIATES, LLC**  
 100 N. 10th Street, Suite 200  
 Lenox, NY 12548  
 Tel: (518) 838-8777  
 Fax: (518) 838-8778  
 www.rdbartlett.com

**CONDOMINIUM SITE PLAN  
 RIVERWALK AT LOON  
 MOUNTAIN, A CONDOMINIUM**

PROJECT: 11/11/15  
 DRAWN: 11/11/15  
 CHECKED: 11/11/15  
 DATE: 11/11/15  
 SHEET NO. 101-110  
 SHEET 2 OF 2



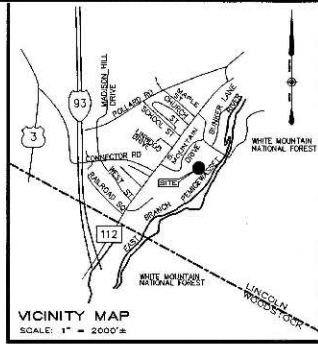
16183-2 of 2



MAP 119 BLOCK 1  
NO COUNTRY CENTER FOR THE ARTS  
PO BOX 1060  
Lincoln, NH 03251  
V.3644 P.36

MAP 112 BLOCK 9  
TOWN OF LINCOLN  
PO BOX 25  
Lincoln, NH 03251-0025

MAP 118 BLOCK 40  
CRV. SOUTH PEAK TRS.  
PO BOX 2629  
Austin, TX 72001  
V.3940 P.516



**NOTES**

- Survey by total station and GPS R.T.K between the dates of April 13-15 2016. Control Traverse error of closure is 1:24.85. Additional as-built survey performed May 10 & 11, 2021.
- Horizontal datum is based on New Hampshire State Plane Coordinate System NAD 83.
- Owner of record: RIVERWALK AT LOON MOUNTAIN, LLC P.O. Box 69 Lincoln, NH 03251 V. 3820 P. 515
- Parcel is zoned VC-Village Center And GU-General Use. For VC building setbacks: Front 5', Rear 15', Side 10'. Min. lot size 15,000 Sq. Ft. Max. lot coverage is 80%. For GU-General Use; building setbacks: Front 15', Rear 15', Side 15'. Min. lot size 15,000 Sq. Ft. Max. lot coverage is 70%.
- The underground utilities depicted herein have been located from field survey information and plotted from existing drawings. The surveyor makes no guarantee that the underground utilities depicted comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although they are located as accurately as possible from the information available. The surveyor has not physically located the underground portion of the utilities. All contractors should notify, in writing, any utility company and appropriate governmental agencies prior to any excavation work and call Dig-SAFE at 1-888-344-7233.
- The intent of this plot is to depict the existing conditions of Riverwalk at Loon Mountain Condominiums as of the date of the field survey.
- This office did not perform a boundary survey. Perimeter boundary lines and graphic detail shown outside of construction area is based on plans of record. Bearings rotated to grid north.
- The site has an Urban Exception to the Shoreland Water Quality Protection Act 483-B, but is subject to the provisions of the local Shoreland Protection Overlay District.
- Portions of the premises abutting the river are located with Zone AE-Base Flood Elevations determined, as shown on the Flood Insurance Rate Map number 330062 0355B having an effective date of April 20, 2000.

**REFERENCES**

- Plan entitled "Property of Franconia Investments Associates Parcel J, Parcel K and portions of Parcel E", dated 11/2/05, by Theodore Thorne Surveys Inc. and recorded at the GCRD as Plan No. 12737
- Plan entitled "Subdivision and Boundary Line Adjustments Lincoln Mill Associates & Millfront Associates and Lincoln Inn Associates Lincoln, New Hampshire", dated April 16, 2003, by Theodore Thorne Surveys Inc. recorded at the GCRD as Plan No. 11011
- Plan entitled "Properties of Franconia Investment Associates, Mill Front Associates, & Lincoln Mill Associates, Lincoln, New Hampshire", revised through Sept. 2, 1986 by Theodore Thorne Surveys Inc. recorded at the GCRD as plan no. 3679.
- "Phase 1 Asbestos Waste Relocation Area (Restricted Area)" Dated Feb. 1, 2016 By Richard D. Bartlett and Associates, LLC, and Recorded at the GCRD as Plan No. 15035.

**EASEMENTS OF RECORD**

- Electric Easement 15' either side of installed lines as conveyed to NH Electric Co-op and Northern New England Telephone Operations, LLC as described in V. 4122 P.462
- Activity and use restriction area as described in V. 4187 P.452 (See GCRD Plan No. 15035)
- For additional easements see reference plans.

**RECORDED EASEMENTS AND ENCUMBRANCES NOT CAPABLE OF BEING PLOTTED**

- Deed from Franconia Investment Associates to CMB Construction Company, dated September 4, 1986 recorded at Grafton County Registry of Deeds Book 1621, Page 144 grants rights of access and water/sewer connections to others and reserves rights of access over property conveyed to others. Imposes electric utility easements and possible flood control & maintenance obligations.
- Deed from the Parker-Young Company to the Town of Lincoln, dated March 5, 1928 recorded at Book 641, Page 142 grants rights of way to facilitate water connections and reserves rights of others to draw water on the premises.
- Deed from the Parker-Young Company to the Town of Lincoln, dated March 5, 1928 recorded at Book 738, Page 275 conveys sewer infrastructure to town with easement to maintain the same.
- Deed from Franconia Paper Corporation to the Town of Lincoln dated September 21, 1986 recorded at Book 1052, Page 279 grants a right of way to the town.
- Deed from Green Acre Woodlands Inc. (formerly named Franconia Paper Corporation) to Franconia Manufacturing Corporation, dated June 22, 1971 recorded at Book 1144, Page 114 affirms previously granted rights of access and water/sewer easements and previously reserved rights of access over property conveyed to others. Imposes electric utility easements and possible flood control easements and dam maintenance obligations.
- Easement and Release dated August 19, 1974 from Cycle-All Pulp Corporation to Penobscot Corporation recorded at Book 1251, Page 87 grants sewer & access easement to others and releases possible liability associated with sewer construction.
- Deed from Parker-Young Company to Mercurius Manufacturing Company Inc. dated October 9, 1946 recorded at Book 742, Page 431 grants water, sewer, utility and timber rights to others.
- Declaration of Cross Easements dated September 4, 1986 recorded at Book 1621, Page 163 grants and receives access, utility, water, sewer rights and easements to and from others. See also Agreement dated November 12, 1987 and recorded at Book 1713, Page 782 affirming that said Declaration of Cross Easements supercedes similar rights and easements previously conveyed.
- Right of Easement from Lincoln Mill Associates to NH Electronic Cooperative Inc. and New England Telephone and Telegraph Company dated November 15, 1984 recorded at Book 1536, Page 468 grants utility easements and access to utility.
- Deed from Franconia Paper Corporation to NH Electric Cooperative Inc. dated June 18, 1971 recorded at Book 1144, Page 51 grants to utility right to maintain utility services.
- Right of Easement from New England Pulp Paper to NH Electric Cooperative Inc. and the New England Telephone and Telegraph Company dated October 9, 1946 recorded at Book 742, Page 700 grants utility easements and access to utility.
- Deed from Franconia Investment Corporation to New England Telephone and Telegraph Company and NH Electric Cooperative Inc. dated September 28, 1986 recorded at Book 1784, Page 104 grants utility easements and access to utility.
- Deed from Franconia Investment Associates to Lincoln Mill Associates, dated December 11, 1984 recorded at Book 1528, Page 599 affirms pre-existing access, utility, water and sewer easements and associated rights of way of others and possible flood control and dam maintenance obligations.
- Agreement between Lincoln Mill Associates, Millfront Associates and Lincoln Inn Associates, dated April 21, 2003 recorded at Book 2808, Page 807 allocates shared responsibility for road and landscaping maintenance for subject premises and adjacent lands of others.
- Warranty Deed from Franconia Investment Associates to Lincoln Inn Associates dated September 3, 1985 recorded at Book 1558, Page 714 affirms rights of access and water/sewer connection easements benefiting others and reserves rights of access over property conveyed to others. Affirms electric utility easements and possible flood control and dam maintenance obligations.
- Warranty Deed from Franconia Investment Associates to Millfront Associates, dated July 2, 1986 recorded at Book 1549, Page 740 grants rights of access and water/sewer connections to others and reserves rights of access over property conveyed to others. Affirms electric utility easements and possible flood control and dam maintenance obligations.
- Mortgage and Security Agreement from Southern Peaks Development, LLC to State of NH dated October 18, 2006 recorded at Book 3360, Page 481. Collateral Assignment of Leases and Rents dated October 18, 2006 recorded at 3360, Page 497. First Amendment to the Mortgage and Security Agreement dated March 29, 2007 recorded at Book 3390, Page 500 and Second Amendment to the Mortgage and Security Agreement dated September 16, 2011 recorded at Book 3820, Page 535; grants a security interest in the property as collateral for a loan from the state and modifies the description of the premises an encumbered.
- Memorandum of Agreement dated Dec. 21, 2007 and recorded at Book 3465, Page 553 imposes obligation to develop property to accommodate a theater on the property
- Easement dated July 22, 2009 from Southern Peaks Development LLC to Heritage Operating LP DBA Franconia Gas recorded at Book 3655, Page 988 grants easement to other for propane storage and connection.
- Easement Agreement between and among Southern Peaks Development LLC, Southern Peaks Realty LLC, and the South Mountain Condominium Owners Association dated March 2, 2010 recorded at Book 3684, Page 310 affirms and modifies certain terms of prior agreements among abutters imposing shared rights and responsibilities for access, landscaping, snow removal, advertising sign, dumpster usage and elevator usage.
- Trail Easement Deed from Southern Peaks Development to the Town of Lincoln, recorded on June 9, 2010 at Book 3706, Page 259 grants trail access to the Town of Lincoln and the public and assigns maintenance responsibility for trails that may be developed under such easement rights with the town. 8ft in Width per deed.
- Voluntary Lo: Merger dated June 22, 2011 recorded at Book 3806, Page 738 allocates town approval of consolidation of previously separate lots into single lot.
- Modification of Memorandum of Agreement dated July 8, 2014 and recorded at Book 4271, Page 566 affirms the obligation to develop property to accommodate a theatre and grants right to parking on the abutter's property.

**LEGEND**

---	PROPERTY LINE	---	EDGE OF WOODS
---	EDGE OF PAVEMENT	---	CONCRETE
---	EDGE OF GRAVEL	---	IRON PIPE OR REBAR
---	OVERHEAD UTILITY LINES	---	GRANITE OR CONCRETE
---	DRAINAGE LINE	---	BOUND (SB OR CB)
---	SEWER LINE	---	UTILITY POLE
---	GAS LINE	---	SEWER MANHOLE
---	UNDERGROUND ELECT.	---	DRAIN MANHOLE
---	UNDER OR SLOPED	---	CATCH BASIN
---	GRAVITE CURB	---	HOBWANT
---	SHORE LINE	---	WATER SHUTOFF
---	ZONING	---	WATER VALVE
---		---	GAS SHUTOFF

**CERTIFICATIONS**

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT IMMEDIATE SUPERVISION, AND DENOTES A SURVEY CONDUCTED WITH A TOTAL STATION HAVING AN UNBIAS CALIBRATION AND A MINIMUM ERROR OF CLOSURE LESS THAN 1/10,000.

*Richard D. Bartlett* 859 5/20/21 DATE  
SIGNATURE LICENSE NO.

*Stacy* 5/20/21 DATE  
SIGNATURE LICENSE NO.

NO.	DATE	REVISION



**RICHARD D. BARTLETT & ASSOCIATES, LLC**  
214 North State Street  
Concord, N.H. 03301  
Tel.: (603) 225-8700  
Fax: (603) 224-8200  
info@richarddbartlett.com  
www.richarddbartlett.com  
LICENSED LAND SURVEYORS

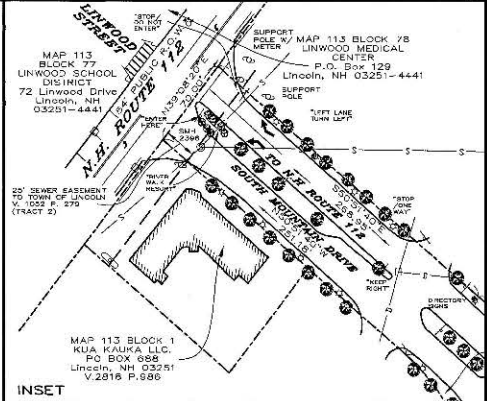
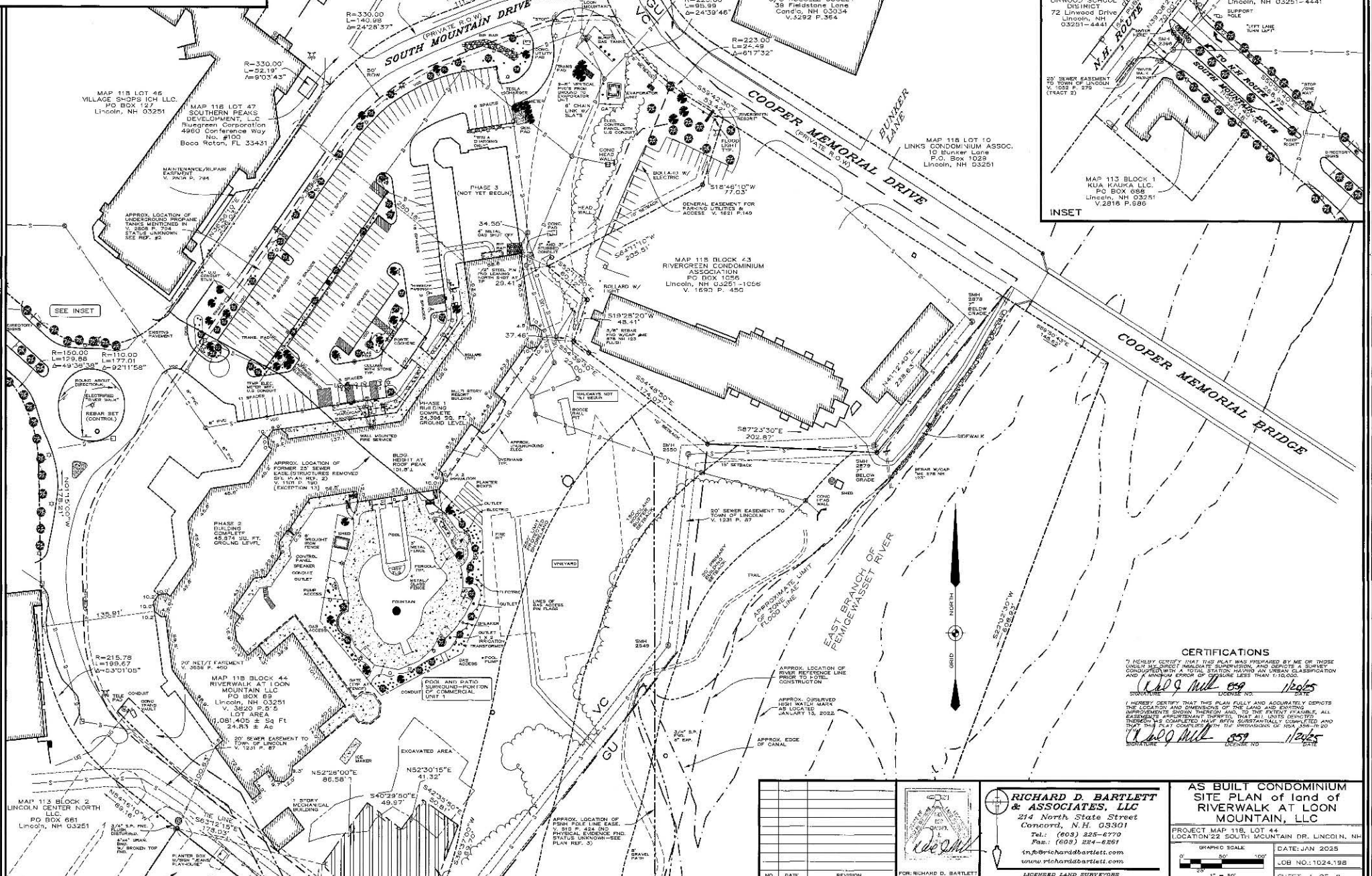
**CONDOMINIUM SITE PLAT  
SOUTH MOUNTAIN  
CONDOMINIUM EAST WING**

PROJECT: MAP 118, LOT 47,  
LOCATION: 23 INN SEASON DR. LINCOLN, NH

GRAPHIC SCALE: 1" = 200'

DATE: MAY 17, 2021  
JOB NO.: 421,147  
SHEET 2 OF 2

P.1024  
 01/23/2025 10:12 AM  
 Regular of Deeds, Grafton County  
 LON17-FEE GRADING 25.00



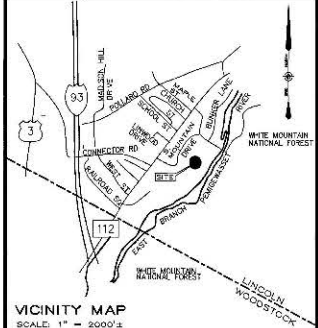
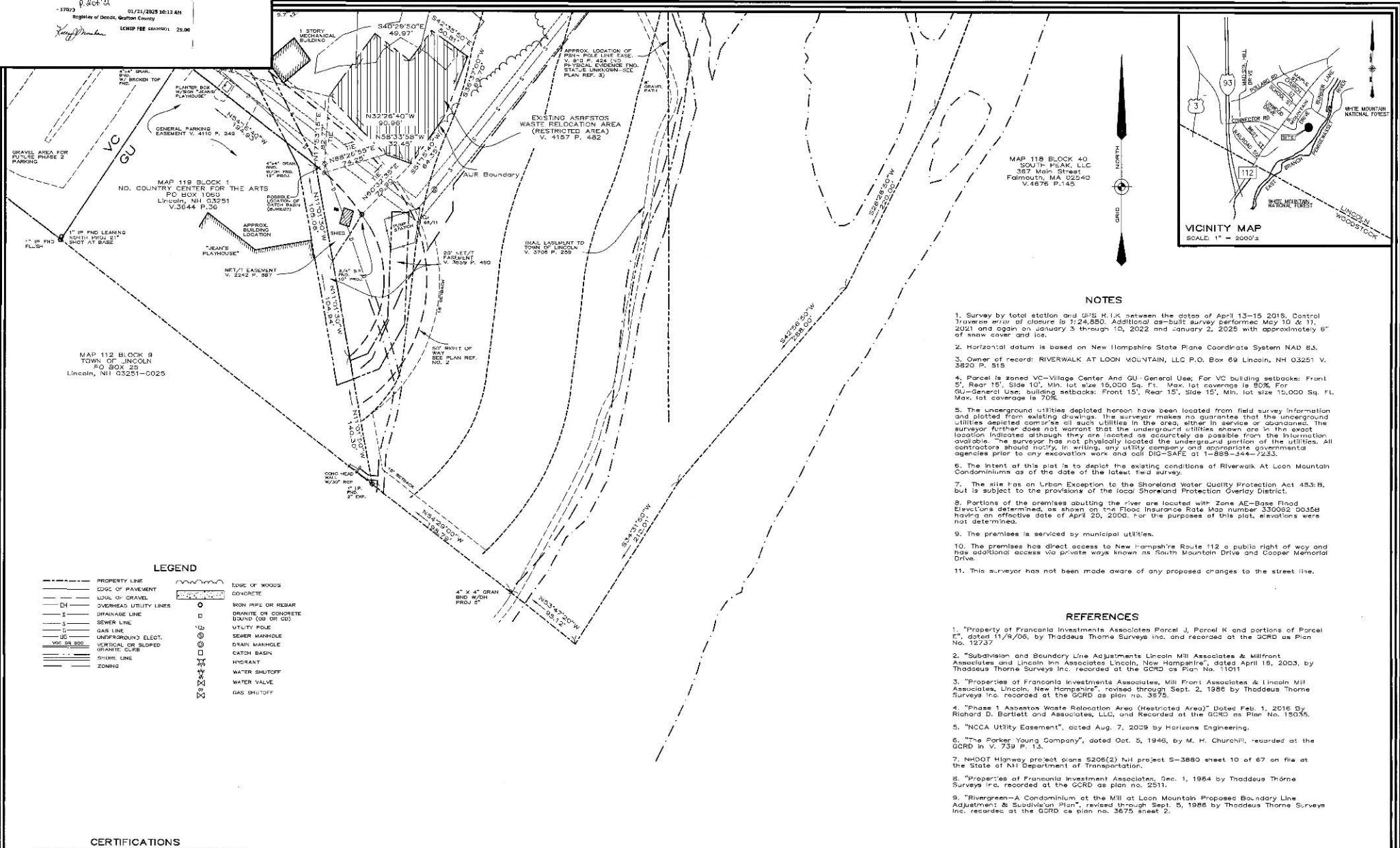
**CERTIFICATIONS**  
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT IMMEDIATE SUPERVISION, AND DEPicts A SURVEY CONDUCTED WITH A TOTAL STATION, HAVING AN ACCURACY CLASSIFICATION AND A MINIMUM ERROR OF MEASURE LESS THAN 1:10,000.  
 R. D. Bartlett License No. 112615  
 R. D. Bartlett License No. 112615

NO.	DATE	REVISION

**RICHARD D. BARTLETT & ASSOCIATES, LLC**  
 214 North State Street  
 Concord, N.H. 03301  
 Tel.: (603) 225-0770  
 Fax: (603) 224-6261  
 r.d.bartlett@bartlett.com  
 www.richarddbartlett.com  
 LICENSED LAND SURVEYORS

**AS BUILT CONDOMINIUM SITE PLAN of land of RIVERWALK at LOON MOUNTAIN, LLC**  
 PROJECT MAP 118, LOT 44  
 LOCATION 22 SOUTH MOUNTAIN DR. LINCOLN, NH  
 GRAPHIC SCALE: 1" = 50'  
 DATE: JAN 2025  
 JOB NO.: 1024.198  
 SHEET 1 OF 2

1707  
 01/21/2025 10:12 AM  
 Register of Deeds, Grafton County  
 LIC# FEE (660000) 25.00



**NOTES**

- Survey by total station and GPS R/LK between the dates of April 13-15 2015. Control traverse error of closure is 1:24,850. Additional as-built survey performed May 10 & 11, 2021 and again on January 3 through 10, 2022 and January 2, 2025 with approximately 6" of snow cover and ice.
- Horizontal datum is based on New Hampshire State Plane Coordinate System NAD 83.
- Owner of record: RIVERWALK AT LOON MOUNTAIN, LLC P.O. Box 69 Lincoln, NH 03251 V. 3820 P. 515
- Parcel is zoned VC-Village Center And GU-General Use. For VC building setbacks: Front 5', Rear 15', Side 10', Min. lot size 15,000 Sq. Ft. Max. lot coverage is 80%. For GU-General Use, building setbacks: Front 15', Rear 15', Side 15', Min. lot size 15,000 Sq. Ft. Max. lot coverage is 70%.
- The underground utilities depicted hereon have been located from field survey information and plotted from existing drawings. The surveyor makes no guarantee that the underground utilities depicted comprises all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although they are located as accurately as possible from the information available. The surveyor has not physically located the underground portion of the utilities. All contractors should notify, in writing, any utility company and appropriate governmental agencies prior to any excavation work and call DIG-SAFE at 1-888-344-7233.
- The intent of this plat is to depict the existing conditions of Riverwalk at Loon Mountain Condominiums as of the date of the latest field survey.
- The site has an Urban Exception to the Shoreland Water Quality Protection Act 483-B, but is subject to the provisions of the local Shoreland Protection Overlay District.
- Portions of the premises abutting the river are located with Zone AE-Bayou Flood Elevations determined, as shown on the Flood Insurance Rate Map number 330082 90354 having an effective date of April 20, 2000. For the purposes of this plat, elevations were not determined.
- The premises is serviced by municipal utilities.
- The premises has direct access to New Hampshire Route 112 a public right of way and has additional access via private ways known as South Mountain Drive and Cooper Memorial Drive.
- This surveyor has not been made aware of any proposed changes to the street line.

**REFERENCES**

- "Property of Franconia Investments Associates Parcel J, Parcel K and portions of Parcel F", dated 11/9/06, by Thaddeus Thorne Surveys Inc. and recorded at the GCRD as Plan No. 12233
- "Subdivision and Boundary Line Adjustments Lincoln Mill Associates & Millfront Associates and Lincoln Inn Associates Lincoln, New Hampshire", dated April 16, 2003, by Thaddeus Thorne Surveys Inc. recorded at the GCRD as Plan No. 11011
- "Properties of Franconia Investments Associates, Mill Front Associates & Lincoln Mill Associates, Lincoln, New Hampshire", revised through Sept. 2, 1986 by Thaddeus Thorne Surveys Inc. recorded at the GCRD as plan no. 3575
- "Phase 1 Asbestos Waste Relocation Area (Restricted Area)" Dated Feb. 1, 2016 By Richard D. Bartlett and Associates, LLC, and Recorded at the GCRD as Plan No. 15035.
- "NCCA Utility Easement", dated Aug. 7, 2009 by Horizons Engineering.
- "The Parker Young Company", dated Oct. 5, 1946, by M. H. Churchill, recorded at the GCRD in V. 739 P. 13.
- NHDOT Highway project plans 5206(2) NH project 5-3880 sheet 10 of 67 on file at the State of NH Department of Transportation.
- "Properties of Franconia Investment Associates, Dec. 1, 1984 by Thaddeus Thorne Surveys Inc. recorded at the GCRD as plan no. 2511.
- "Rivergreen-A Condominium, at the Mill at Loon Mountain Proposed Boundary Line Adjustment & Subdivision Plan", revised through Sept. 5, 1986 by Thaddeus Thorne Surveys Inc. recorded at the GCRD as plan no. 3675 sheet 2.

**LEGEND**

- |     |                        |     |                     |
|-----|------------------------|-----|---------------------|
| --- | PROPERTY LINE          | --- | EDGE OF WOODS       |
| --- | EDGE OF PAVEMENT       | --- | CONCRETE            |
| --- | LEVEL OF GRAVEL        | --- | IRON PIPE OR REBAR  |
| --- | OVERHEAD UTILITY LINES | --- | GRANITE OR CONCRETE |
| --- | SEWER LINE             | --- | LEADING COB OR COB  |
| --- | DRAINAGE LINE          | --- | UTILITY POLE        |
| --- | GAS LINE               | --- | SEWER MANHOLE       |
| --- | UNDERGROUND ELECT.     | --- | DRAIN MANHOLE       |
| --- | VERTICAL OR SLOPED     | --- | CATCH BASIN         |
| --- | GRANITE CURB           | --- | HYDRANT             |
| --- | SHORE LINE             | --- | WATER SHUTOFF       |
| --- | ZONING                 | --- | WATER VALVE         |
|     |                        | --- | GAS SHUTOFF         |

**CERTIFICATIONS**

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT IMMEDIATE SUPERVISION AND DEPicts A SURVEY CONDUCTED WITH A TOTAL STATION HAVING AN INRAN 10 PROPORTION AND A MINIMUM ERROR OF 1:10,000.

*Richard D. Bartlett* 059 12/25  
 SURVYOR LICENSE NO. DATE

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE LAND AND EXISTING IMPROVEMENTS SHOWN THEREON AND TO THE EXTENT FEASIBLE, ALL RIGHTS AND INTERESTS IN THE LAND AND ALL OTHER MATTERS THEREON AS COMPLETED HAVE BEEN SUBSTANTIALLY COMPLETED AND THAT THIS PLAN COMPLETES THE PREPARATION OF THE INSTRUMENT.

*Richard D. Bartlett* 059 12/25  
 SURVYOR LICENSE NO. DATE

<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION					<p><b>RICHARD D. BARTLETT &amp; ASSOCIATES, LLC</b>                  214 North State Street                  Concord, N.H. 03301                  Tel: (603) 225-8990                  Fax: (603) 224-6261                  info@richardbartlett.com                  www.richardbartlett.com</p>	<p><b>AS BUILT CONDOMINIUM SITE PLAN of land of RIVERWALK AT LOON MOUNTAIN, LLC</b></p> <p>PROJECT MAP 118, LOT 44                  LOCATION 22 SOUTH MOUNTAIN DR. LINCOLN, NH</p> <p>GRAPHIC SCALE                  1" = 60'</p> <p>DATE: JAN 2025                  JOB NO.: 1024.198                  SHEET 2 OF 2</p>
	NO.	DATE	REVISION						
<p>FOR RICHARD D. BARTLETT &amp; ASSOCIATES, LLC</p> <p>LICENSED LAND SURVEYOR</p>									

# Exhibit 11

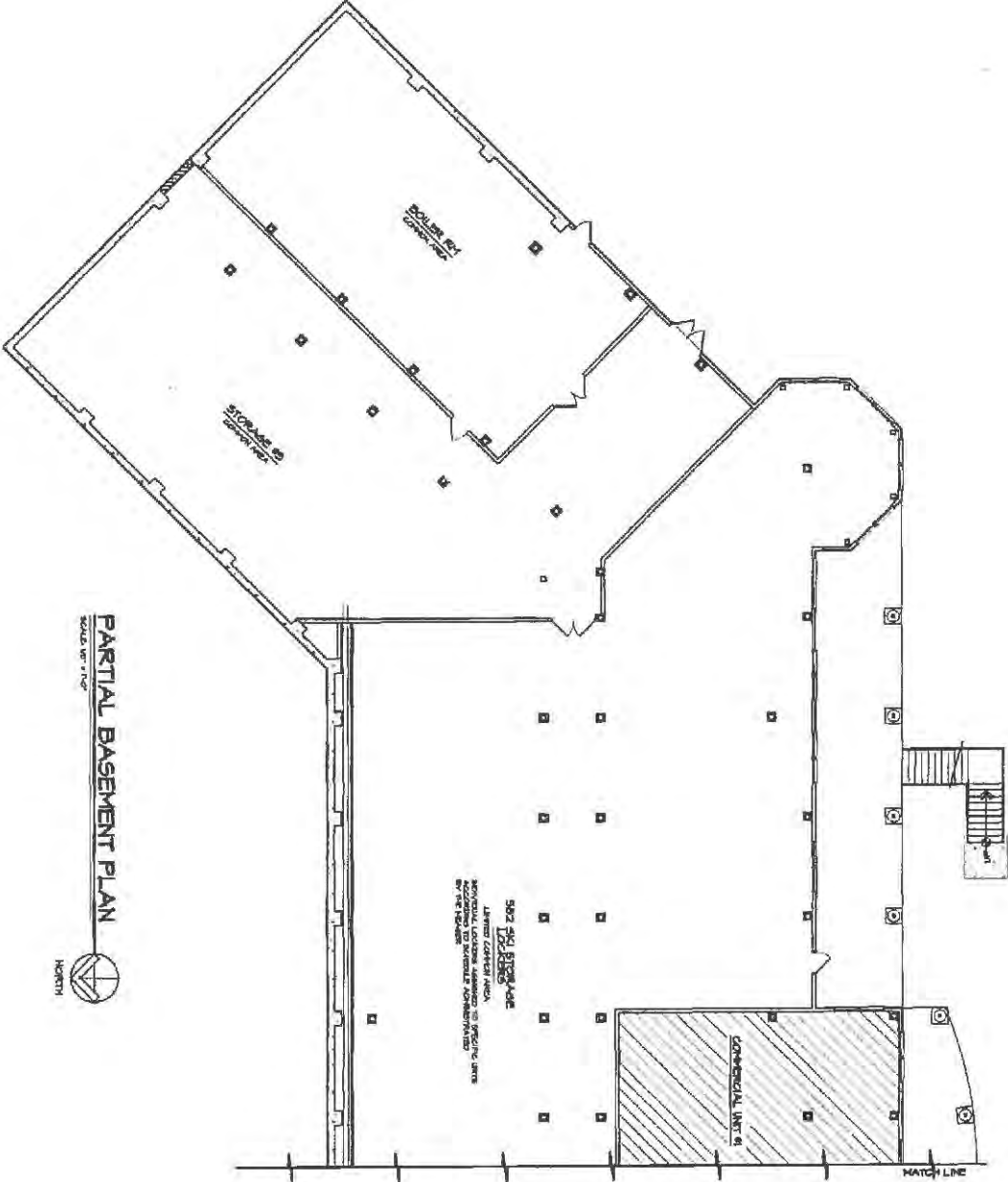
ALL DATA SHOWN HEREIN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA FOR THE PROJECT. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND FIELD SURVEY DATA FOR THE PROJECT. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND FIELD SURVEY DATA FOR THE PROJECT. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE RECORD DRAWINGS AND FIELD SURVEY DATA FOR THE PROJECT.

TO SOUTH RIVER ROAD, BOSTON, IN OHIO  
603-426-7823, www.bostonriver.com

**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
33 BROADCLINE ROAD  
LINCOLN, NEW HAMPSHIRE

**RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM**  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

**PARTIAL BASEMENT PLAN**  
CONDOMINIUM DOCUMENTS



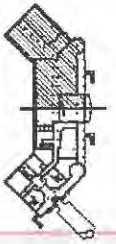
**PARTIAL BASEMENT PLAN**  
SCALE: 1/8" = 1'-0"



5022 2ND FLOOR PLAN  
LAYERED CONCRETE FLOOR  
NON-VOLATILE COATINGS APPLIED TO SPECIFIC LOTS  
BY THE SOLE AGENT

MATCH LINE

JAMES  
REGISTERED PROFESSIONAL ENGINEER  
1-1-11



**KEY PLAN**  
NOT TO SCALE



DESIGNED BY: JAMES  
DRAWN BY: JAMES  
CHECKED BY: JAMES  
DATE: 4-25-2011

REGISTERED PROFESSIONAL ENGINEER  
STATE OF NEW HAMPSHIRE  
NO. 1178

JAMES  
1178

NO. 1178  
DATE: 4-25-2011  
**A0.1**



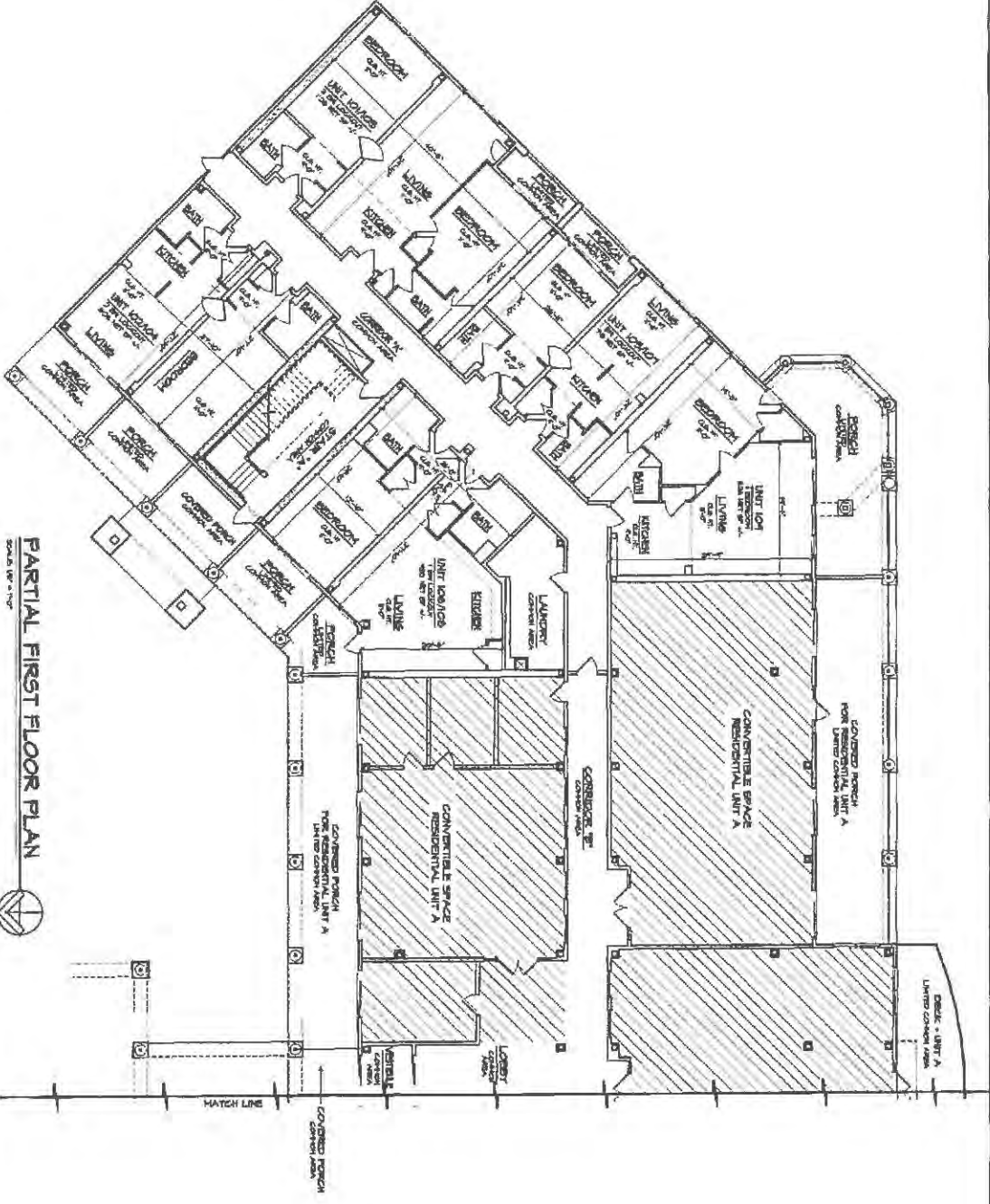
ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

770 SOUTH RIVER ROAD, BEDFORD, NH 02810  
 603-882-1700  
 www.davidsonarchitect.com

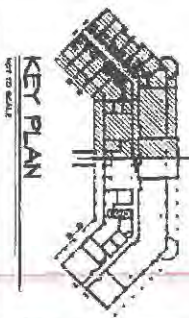
**RESTAURANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
 89 BROOKLINE ROAD  
 LINCOLN, NEW HAMPSHIRE

**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

**PARTIAL FIRST FLOOR PLAN**  
 CONDOMINIUM DOCUMENTS



**PARTIAL FIRST FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

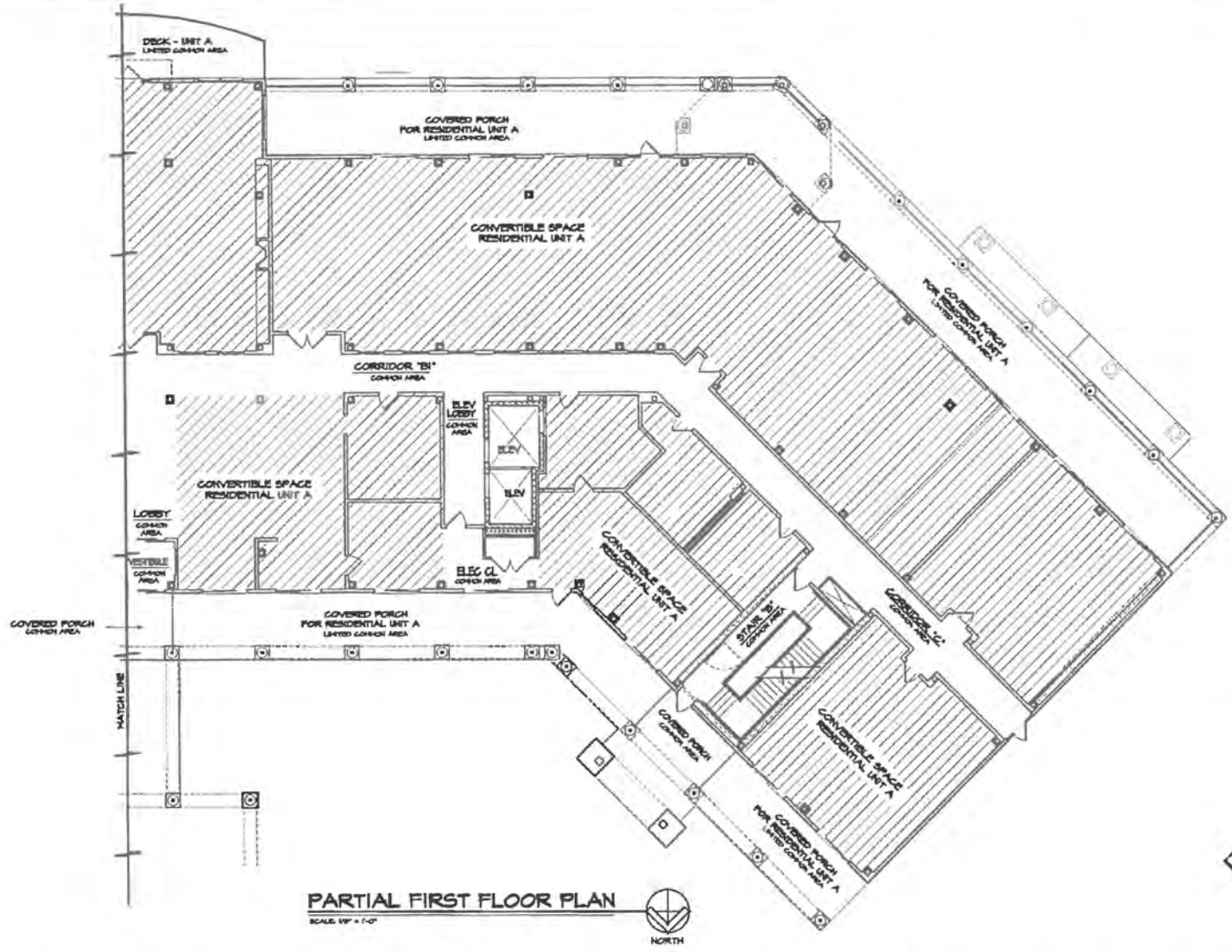


SCALE: 1/8" = 1'-0"  
 MATCH LINE

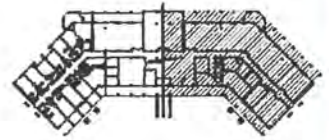
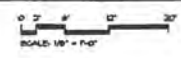
REGISTERED ARCHITECT  
 DAVIDSON ARCHITECTS  
 770 SOUTH RIVER ROAD  
 BEDFORD, NH 02810  
 603-882-1700  
 www.davidsonarchitect.com

# 150766  
 3/19

# 15090  
4/14



I HEREBY CERTIFY THAT THIS PLAN ACCURATELY REFLECTS THE DIMENSIONS OF THE PROPOSED RESIDENTIAL UNITS AND THAT SAID UNITS ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 388-B:307(a).  
DATE: 4/8/2014 ROBERT B. HAVETS, AIA.



KEY PLAN  
NOT TO SCALE

ALL DESIGN, DRAWINGS AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY AND ARE THE PROPERTY OF BERKARD + HAVETS ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT ONLY. THESE DESIGN DRAWINGS AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERKARD + HAVETS ARCHITECTURE, INC.



DECLARANT:  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
33 BROOKLINE ROAD  
LINCOLN, NEW HAMPSHIRE

**RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM**  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

**PARTIAL FIRST FLOOR PLAN**  
CONDOMINIUM DOCUMENTS

NO.	REVISION

DATE: APR 8, 2014  
**A1.2**

ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED. THE DIMENSIONS OF BUILDINGS, WALLS, AND PARTITIONS ARE SHOWN AS APPROXIMATE. THE DIMENSIONS OF THE BUILDINGS, WALLS, AND PARTITIONS ARE SHOWN AS APPROXIMATE. THE DIMENSIONS OF THE BUILDINGS, WALLS, AND PARTITIONS ARE SHOWN AS APPROXIMATE.

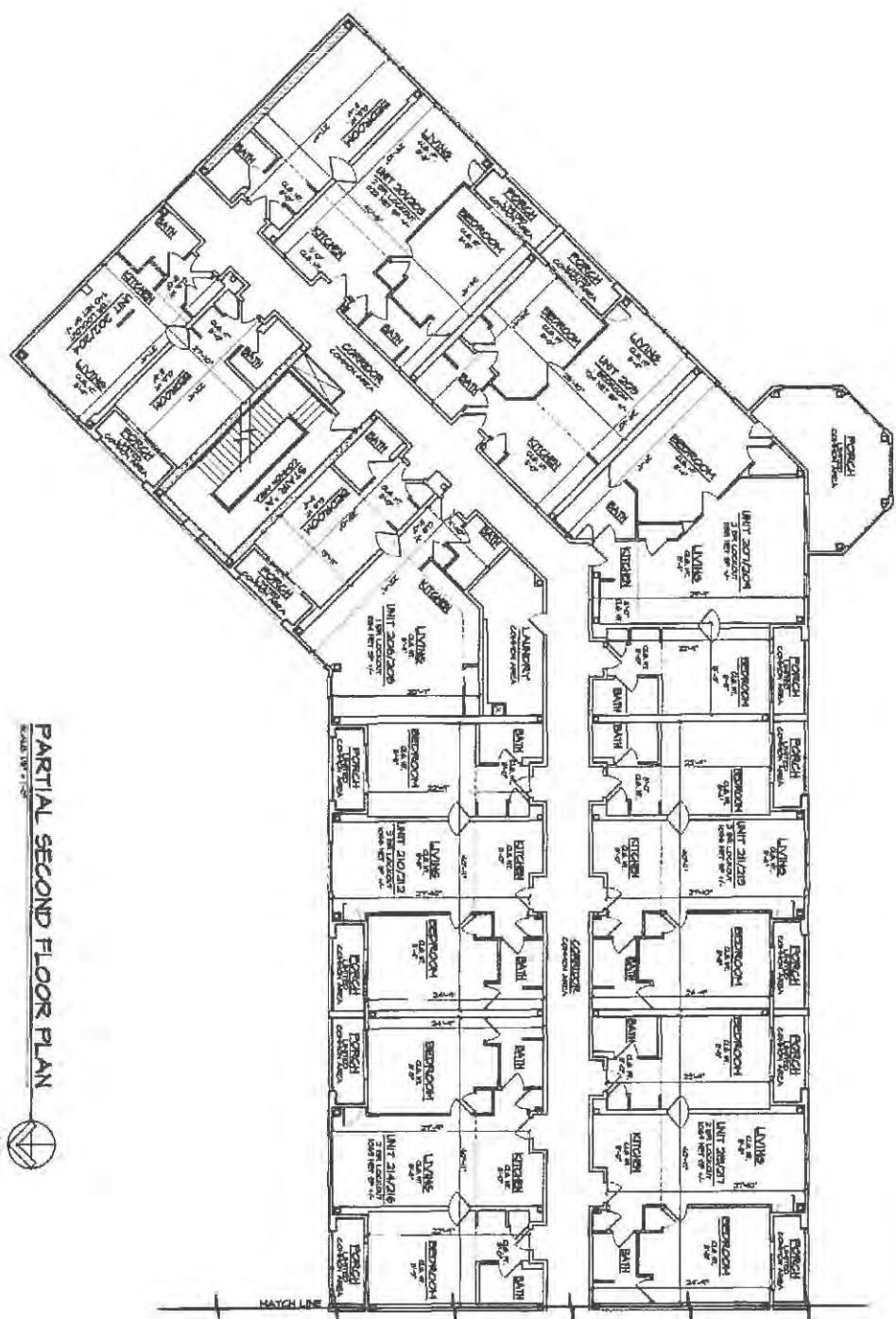


**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
 720 SOUTH RIVER ROAD, BEDFORD, NH 03043  
 603-881-1023

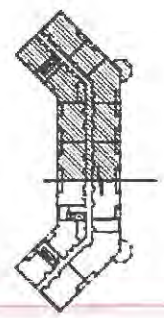
**RIVERWALK AT LOON MOUNTAIN**  
**A CONDOMINIUM**  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

**PARTIAL SECOND FLOOR PLAN**  
 CONDOMINIUM DOCUMENTS

**KEY PLAN**  
 NO. 12/20/2014  
 SHEET A2.1

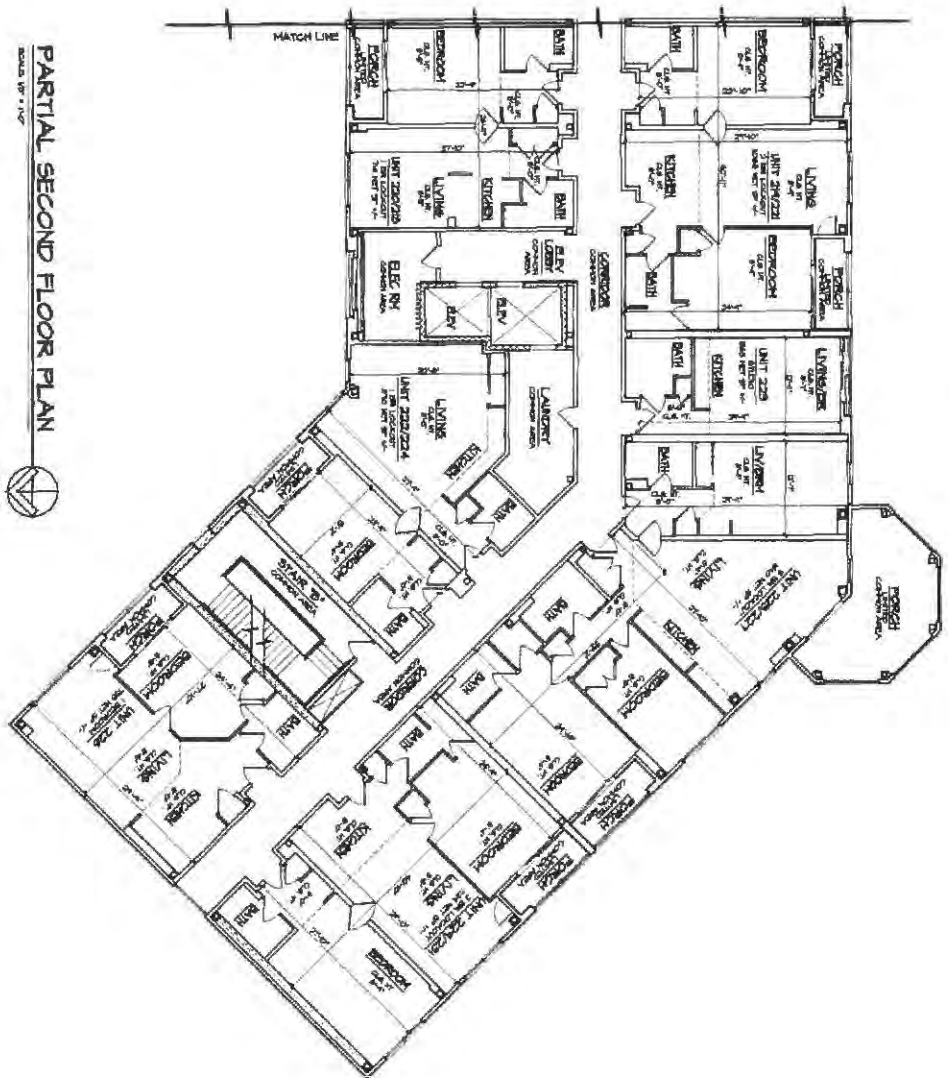


**PARTIAL SECOND FLOOR PLAN**



I HEREBY CERTIFY THAT THIS PLAN ACCURATELY  
 REPRESENTS THE EXISTING AND PROPOSED  
 CONSTRUCTION OF THE BUILDING AND THE  
 PARTS THEREOF AND THAT I AM A LICENSED  
 ARCHITECT IN THE STATE OF NEW HAMPSHIRE.  
 DATE: 12/20/14 PROJECT: RIVERWALK, A.P.A.  
 JOHN W. ANDERSON ARCHITECTS, P.A.

# 150714  
 5/1/14

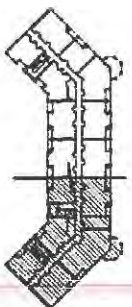


PARTIAL SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



I HEREBY CERTIFY THAT THE PLANS ACCOMPANYING THIS CONTRACT HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF NEW HAMPSHIRE. I AM NOT PROVIDING THESE PLANS WITH THE INTENTION OF VIOLATING ANY APPLICABLE LAWS OR REGULATIONS OF THE STATE OF NEW HAMPSHIRE.

DATE: 4/20/2014  
ROBERT A. WHEELER, AIA



KEY PLAN  
NOT TO SCALE

# 13096  
6/4/14

ALL TRADES SHOWN ARE IN LIFT CONFORMANCE WITH THE MANUFACTURER'S AND OWNER'S REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, FEDERAL AND COUNTY AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, FEDERAL AND COUNTY AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, FEDERAL AND COUNTY AGENCIES.

170 SOUTH RIVER ROAD, BOSTON, MA 02110  
617-552-1100  
www.lindcoincorp.com

DECLARANT:  
RIVERWALK AT LOON MOUNTAIN, LLC  
33 BROOKLINE ROAD  
LINCOLN, NEW HAMPSHIRE

RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

PARTIAL SECOND FLOOR PLAN  
CONDOMINIUM DOCUMENTS

NO. 13096  
DATE: 4/20/14  
A2.2



ALL ROOMS, FINISHES AND FIXTURES REPRESENTED ARE THE PROPERTY OF THE ARCHITECT. ANY CHANGES TO THE PLAN MUST BE APPROVED BY THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

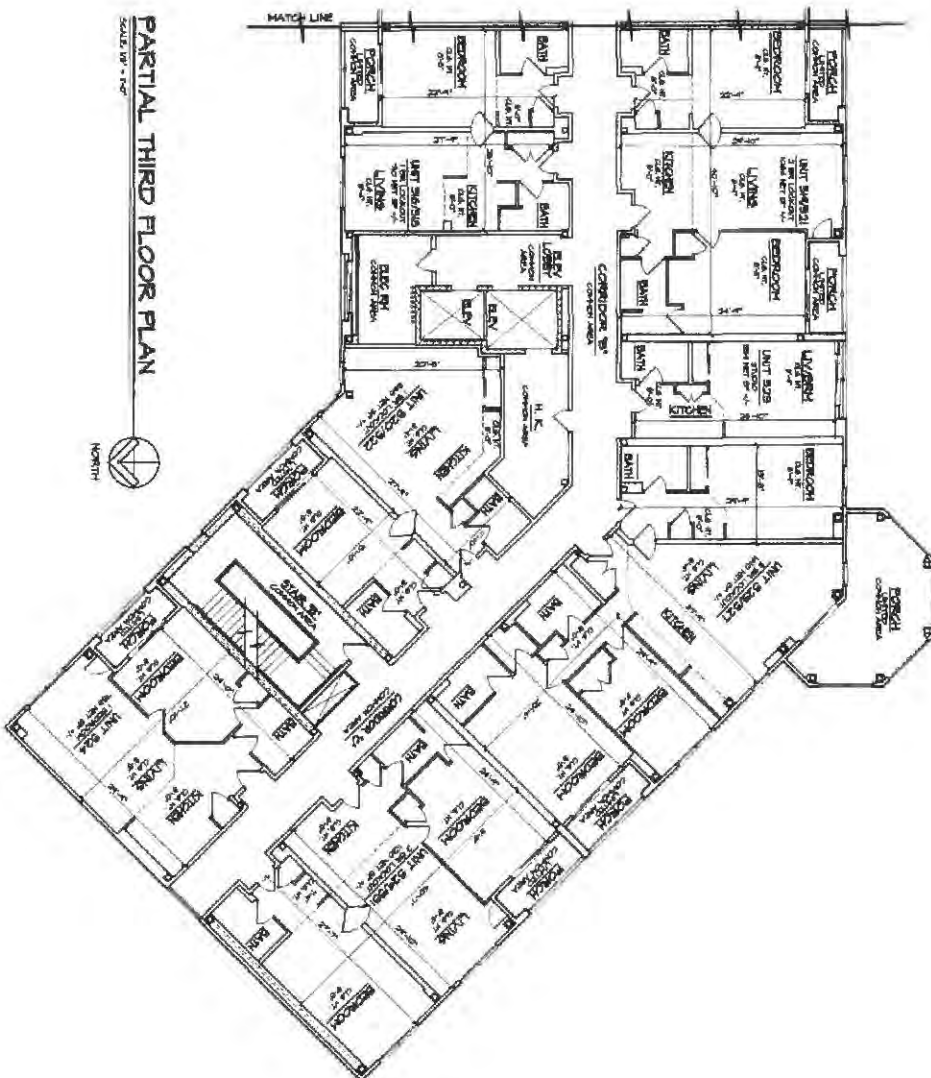


**DEVELOPER:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
 33 BROOKLINE ROAD  
 LINCOLN, NEW HAMPSHIRE

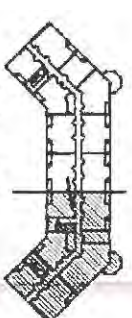
**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

**PARTIAL THIRD FLOOR PLAN**

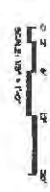
NO. 1  
 DATE: JAN 3, 2008  
**A3.2**



**PARTIAL THIRD FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"  
 NORTH



**KEY PLAN**  
 NOT TO SCALE

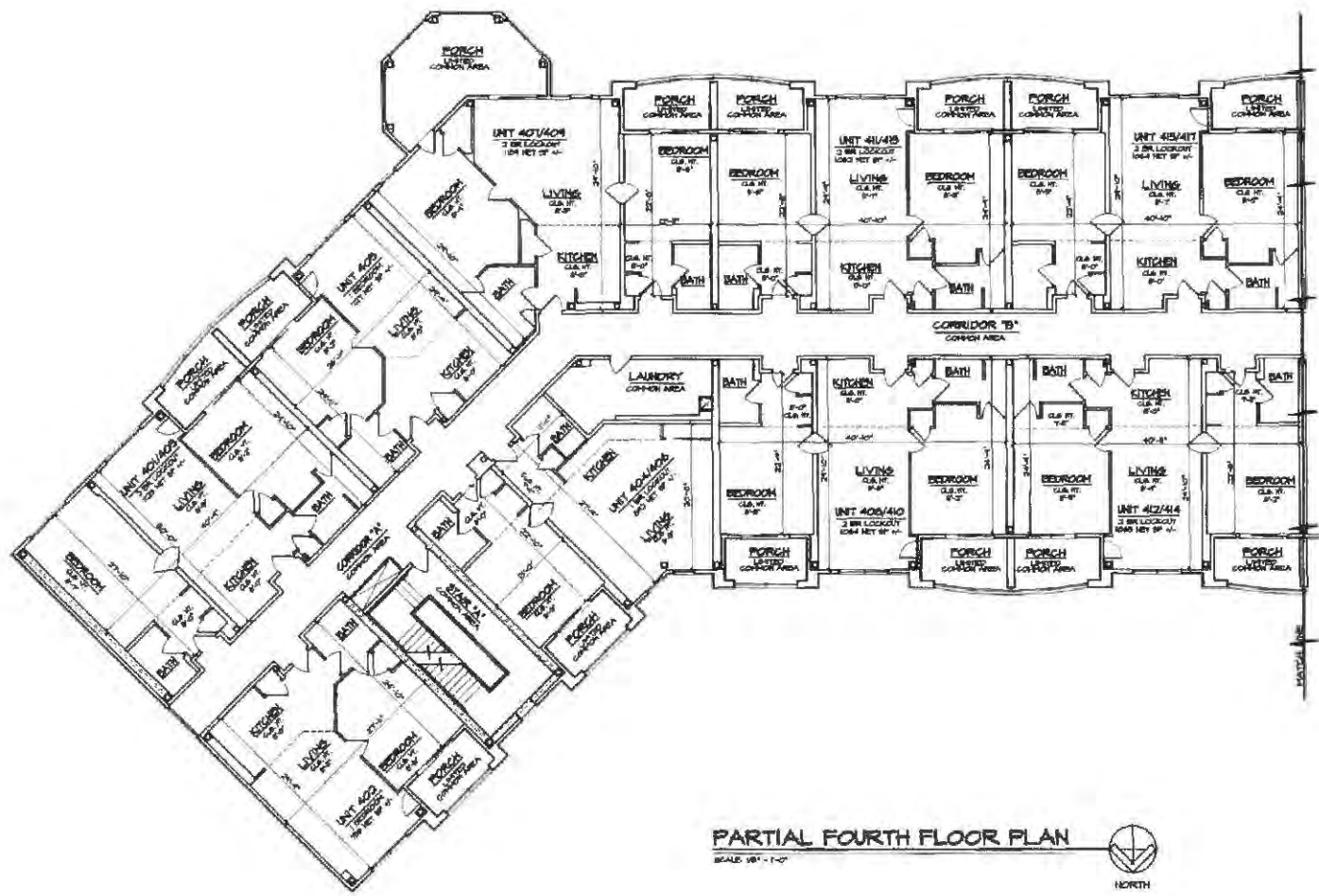


1. I AM A REGISTERED PROFESSIONAL ARCHITECT IN THE STATE OF NEW HAMPSHIRE. I HAVE PREPARED THIS PLAN TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE CONDUCTED A VISUAL SURVEY OF THE SITE AND HAVE FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED CONSTRUCTION. I HAVE CONDUCTED A VISUAL SURVEY OF THE SITE AND HAVE FOUND NO OBVIOUS OBSTACLES TO THE PROPOSED CONSTRUCTION.

DATE: 08/03/07  
 ARCHITECT: ROBERT S. HANCOCK, AIA

at 1:50' = 1" = 0' 0"  
 B/H/V

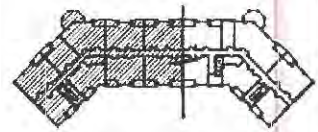
# 15090  
9/14



**PARTIAL FOURTH FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY  
SHOWS THE DIMENSIONS OF THE PROPERTY  
REVEREND, UNITS AND THAT SAID UNITS AS  
SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE.  
THIS PLAN COMPLES WITH THE PROVISIONS OF RSA  
330-D:2006

DATE: APR 8, 2006 ROBERT S. MARTEL, AIA



**KEY PLAN**  
NOT TO SCALE

ALL LOCAL ORDINANCES AND PLANS REPRODUCED  
ON THIS PROJECT DOCUMENT ARE OWNED BY AND  
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ARCHITECTURE, INC. THEY WERE CREATED  
AND DEVELOPED FOR USE ON THIS SPECIFIC  
PROJECT ONLY. THESE ISSUES, DRAWINGS AND  
DOCUMENTS SHALL NOT BE USED BY ANY PERSON  
OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN  
CONSENT OF EDWARD S. MARTEL ARCHITECTURE, INC.

110 SOUTH RIVER ROAD, BEDFORD, NH 03110  
603-626-1909, www.BerardMartel.com

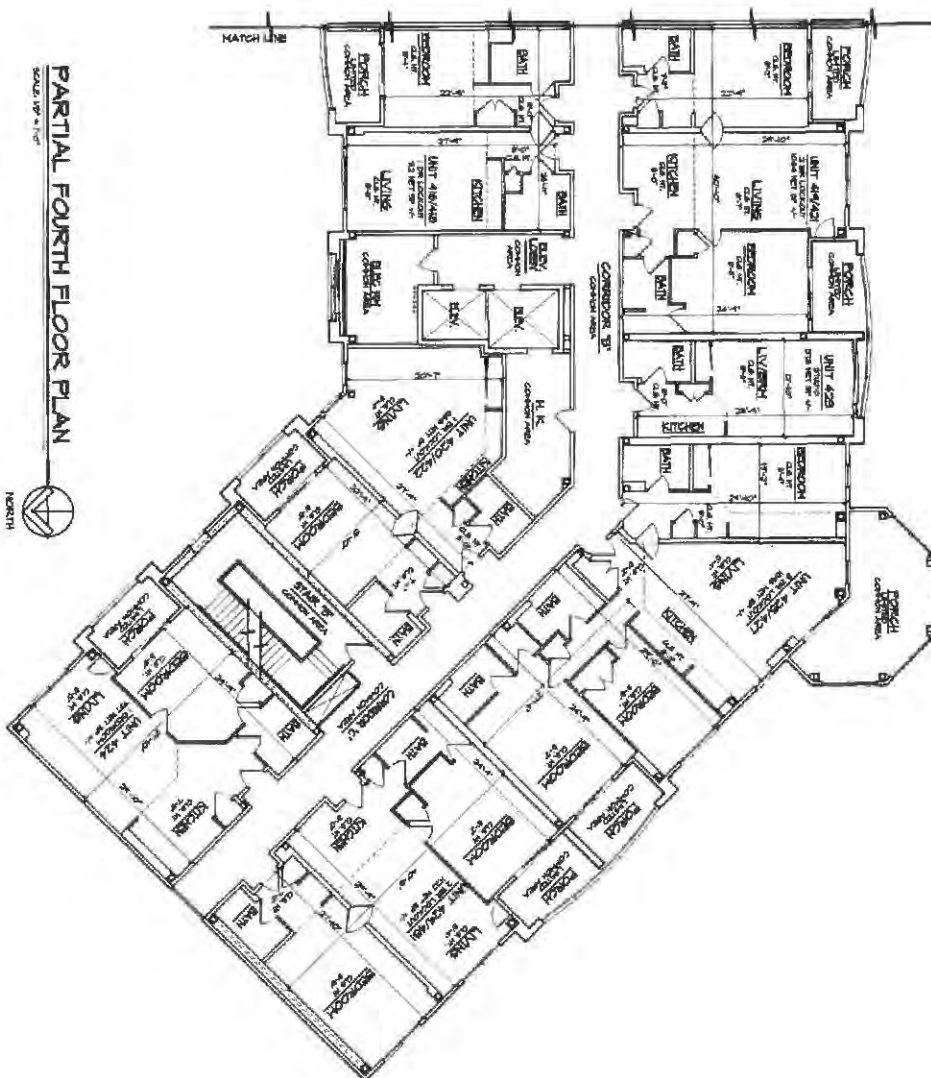
**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
33 BROOKLINE ROAD  
LINCOLN, NEW HAMPSHIRE

**RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM**  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

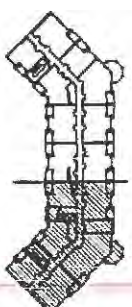
**PARTIAL FOURTH FLOOR PLAN**  
CONDOMINIUM DOCUMENTS

NO.	REVISION

DATE: APR 8, 2006  
**A4.1**



PARTIAL FOURTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"



KEY PLAN  
SCALE: 1/8" = 1'-0"



I HEREBY CERTIFY THAT THE PLANS ACCOMPANYING THESE CONTRACT DOCUMENTS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF NEW HAMPSHIRE.  
 DATE: 4/23/2016  
 ROBERT B. JARRELL, AIA

THIS PLAN, SPECIFICATIONS AND SCHEDULES ARE THE PROPERTY OF THE ARCHITECT. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY THE ARCHITECT. NO PART OF THIS PLAN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.



**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
 33 BROOKLINE ROAD  
 LINCOLN, NEW HAMPSHIRE

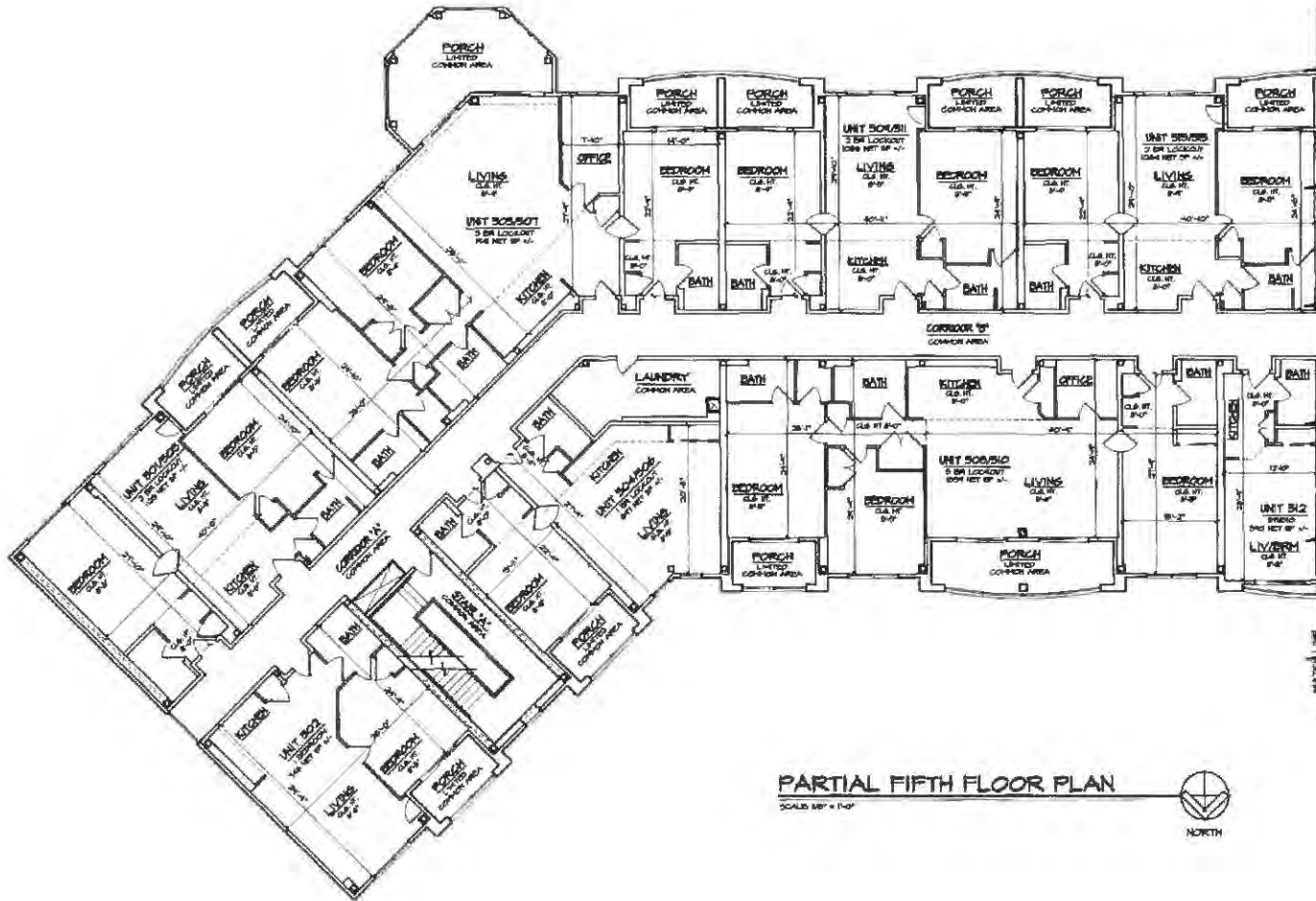
**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

PARTIAL FOURTH FLOOR PLAN

SHEET NO. NETWORK  
 DATE: 7/11/2016  
**A4.2**

H 45090  
 10/1/16

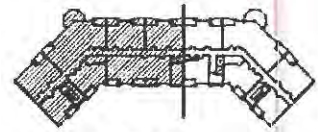
# 15090  
11/14



**PARTIAL FIFTH FLOOR PLAN**  
SCALE 1/8" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY  
DEPICTS THE PROVISIONS OF THE PROPOSED  
CONDOMINIUM UNITS AND THAT SAID UNITS ARE  
BASED ON THIS PLAN AND SUBSTANTIALLY COMPLETE.  
THIS PLAN COMPIES WITH THE PROVISIONS OF R.S.A.  
664:2-2:01-1.

DATE: 4/25/2010 ROBERT B. MARTEL, A.S.A.



**KEY PLAN**  
NOT TO SCALE

ALL IDEAS, DESIGNS AND PLANS REPRESENTED  
ON THIS PROJECT DOCUMENT ARE OWNED BY AND  
ARE THE PROPERTY OF BERNARD MARTEL  
ARCHITECTURE, INC. THAT WERE CREATED  
AND DEVELOPED FOR USE ON THIS SPECIFIC  
PROJECT ONLY. THESE IDEAS, DESIGNS AND  
DOCUMENTS SHALL NOT BE USED BY ANY PERSONS  
OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN  
CONSENT OF BERNARD MARTEL ARCHITECTURE, INC.

**BERNARD MARTEL ARCHITECTURE, INC.**  
170 SOUTH RIVER ROAD, BEDFORD, NH 03110  
603-626-7400, www.bernardmartel.com

**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN, LLC**  
33 BROOKLINE ROAD  
LINCOLN, NEW HAMPSHIRE

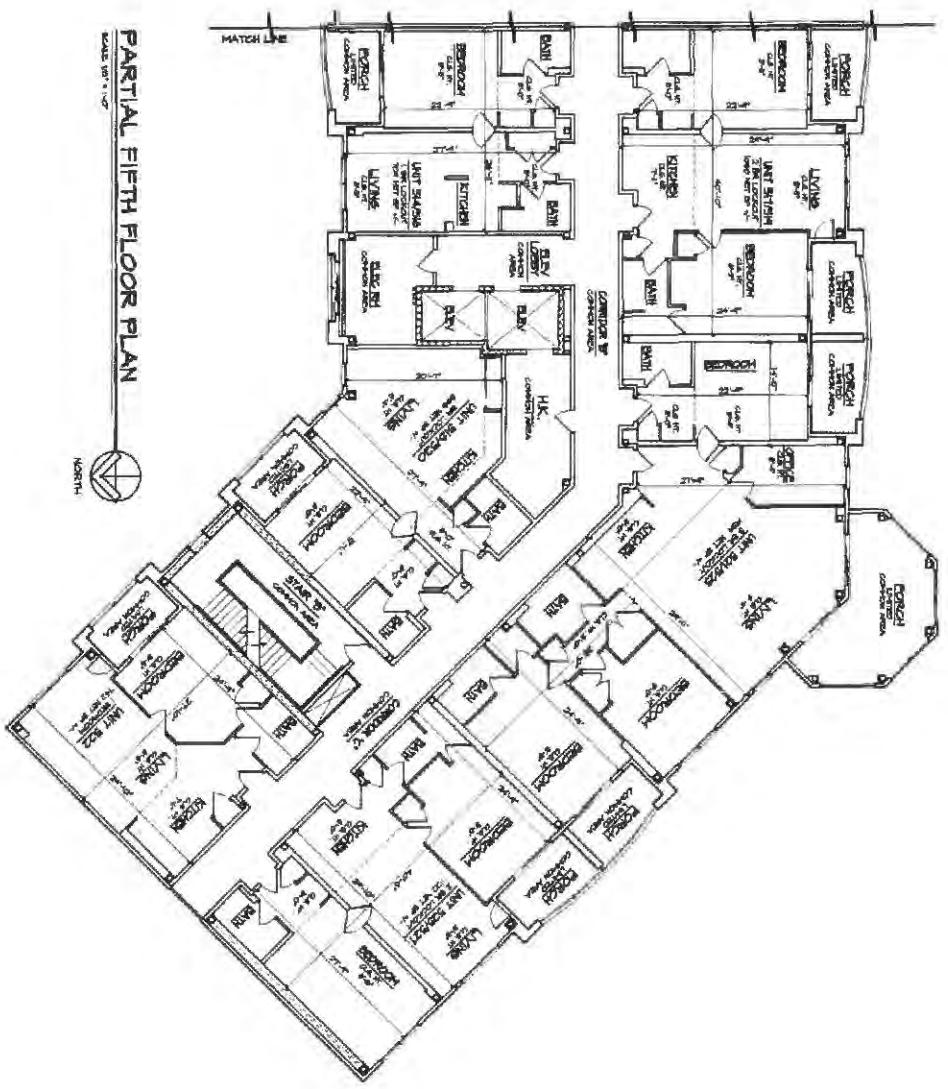
**RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM**  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

**PARTIAL FIFTH FLOOR PLAN**  
CONDOMINIUM DOCUMENTS

NO.	REVISION

DATE: APR 9, 2010  
**A5.1**

5-15019  
12/1/19

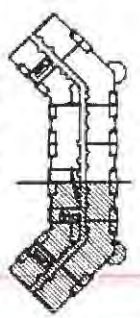


PARTIAL FIFTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"



I HEREBY CERTIFY THAT THIS IS AN ACCURATE REPRESENTATION OF THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF NEW HAMPSHIRE. I AM PROVIDING THESE PLANS TO YOU IN ACCORDANCE WITH THE PROVISIONS OF RSA 203:201.

DATE: 12/1/19  
 ARCHITECT: ROBERT R. HARTIG, AIA  
 FIRM: R. HARTIG ARCHITECTS, P.C.  
 100 STATE STREET, SUITE 200  
 PORTSMOUTH, NH 02870  
 PHONE: 603.883.1111  
 FAX: 603.883.1112  
 WWW: R.HARTIGARCHITECTS.COM



KEY PLAN  
NOT TO SCALE

ALL OTHERS, INCLUDING BUT NOT LIMITED TO, THE ARCHITECT, ENGINEER, CONTRACTOR AND OTHERS, SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF NEW HAMPSHIRE. I AM PROVIDING THESE PLANS TO YOU IN ACCORDANCE WITH THE PROVISIONS OF RSA 203:201.

770 SOUTH RIVER ROAD, SECTION 1A, 02810  
 603-838-1100, www.RobertHartig.com

**DECLINANT:**  
 RIVERWALK AT LOON MOUNTAIN, LLC  
 93 BROOKLINE ROAD  
 LINCOLN, NEW HAMPSHIRE

**A CONDOMINIUM**  
 RIVERWALK AT LOON MOUNTAIN  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

PARTIAL FIFTH FLOOR PLAN

DATE: 12/1/19  
 1/2  
 A5.2

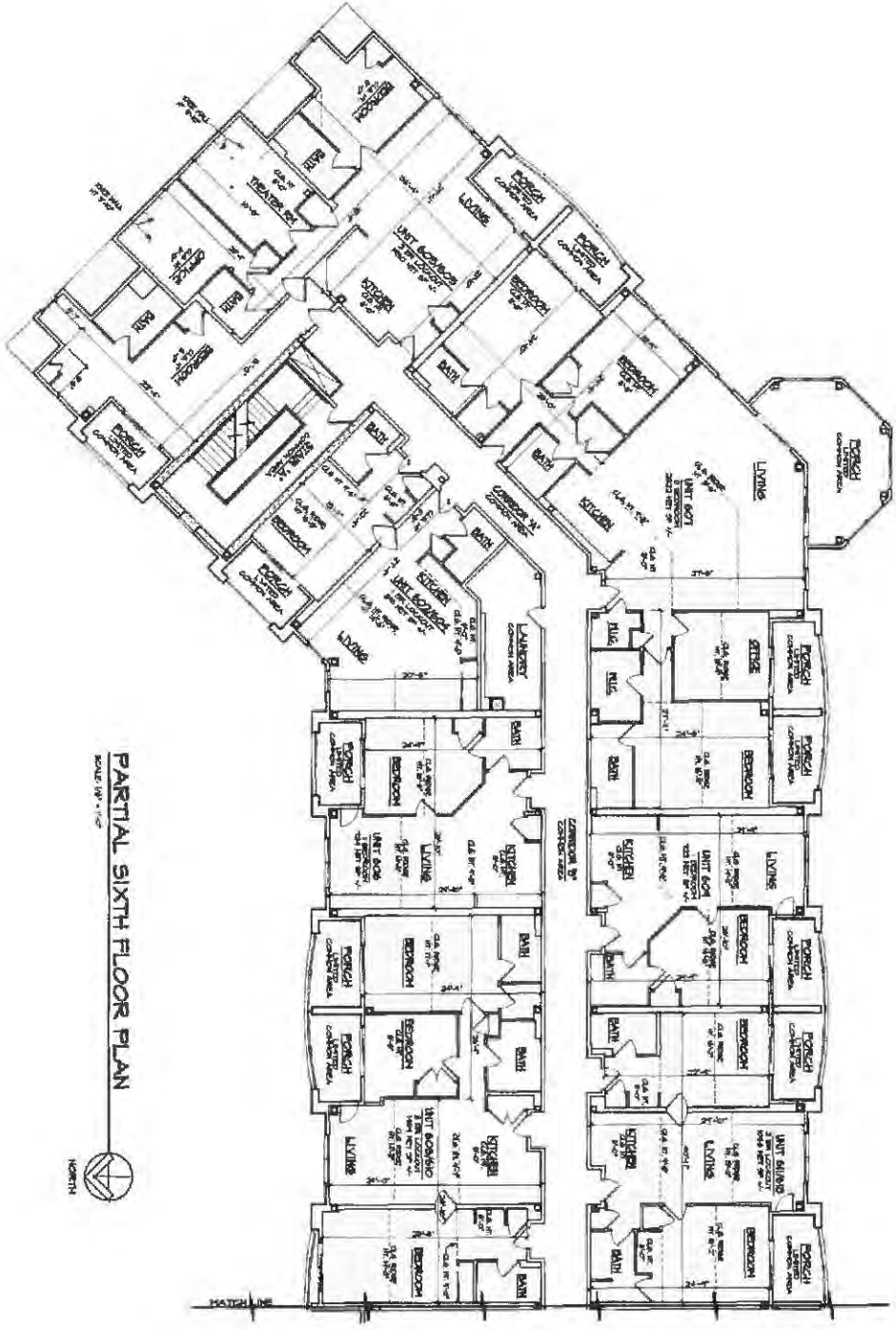
ALL WORK SHOWN AND PLANS REPRESENTED HEREIN ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT OR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DOCUMENT.

170 SOUTH RIVER ROAD, BEDFORD, NH 03110  
 603-424-7023 www.bvpa.com

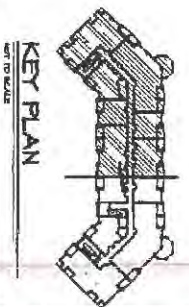
**DECLARANT:**  
**RIVERWALK AT LOON MOUNTAIN LLC**  
 93 BROOKLINE ROAD  
 LINCOLN, NEW HAMPSHIRE

**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 SOUTH MOUNTAIN DRIVE  
 LINCOLN, NEW HAMPSHIRE

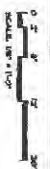
**PARTIAL SIXTH FLOOR PLAN**



**PARTIAL SIXTH FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"  
 NORTH



**KEY PLAN**  
 SEE TO SCALE



THESE PLANS HAVE BEEN PREPARED BY THE ARCHITECT AND THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT OR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DOCUMENT. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT OR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DOCUMENT.

DATE: 4/20/08  
 ARCHITECT: ROBERT D. BARNES, AIA

NO. 10000  
 A6.1

3/1/08

ALL ROOMS, EXCEPT BATHS AND TOILETS, ARE TO BE FINISHED WITH CARPETING. ALL BATHS AND TOILETS ARE TO BE FINISHED WITH CERAMIC TILE. ALL WALLS ARE TO BE FINISHED WITH GYPSONUM BOARD. ALL CEILING ARE TO BE FINISHED WITH GYPSONUM BOARD. ALL FLOORS ARE TO BE FINISHED WITH POLISHED CONCRETE. ALL DOORS ARE TO BE FINISHED WITH 1 1/2" SOLID CORE. ALL WINDOWS ARE TO BE FINISHED WITH ALUMINUM CLADDING. ALL ELECTRICAL AND MECHANICAL ARE TO BE INSTALLED IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE BOOK. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL ROOMS ARE TO BE FINISHED TO THE FINISH LINE. ALL ROOMS ARE TO BE FINISHED TO THE FINISH LINE. ALL ROOMS ARE TO BE FINISHED TO THE FINISH LINE.



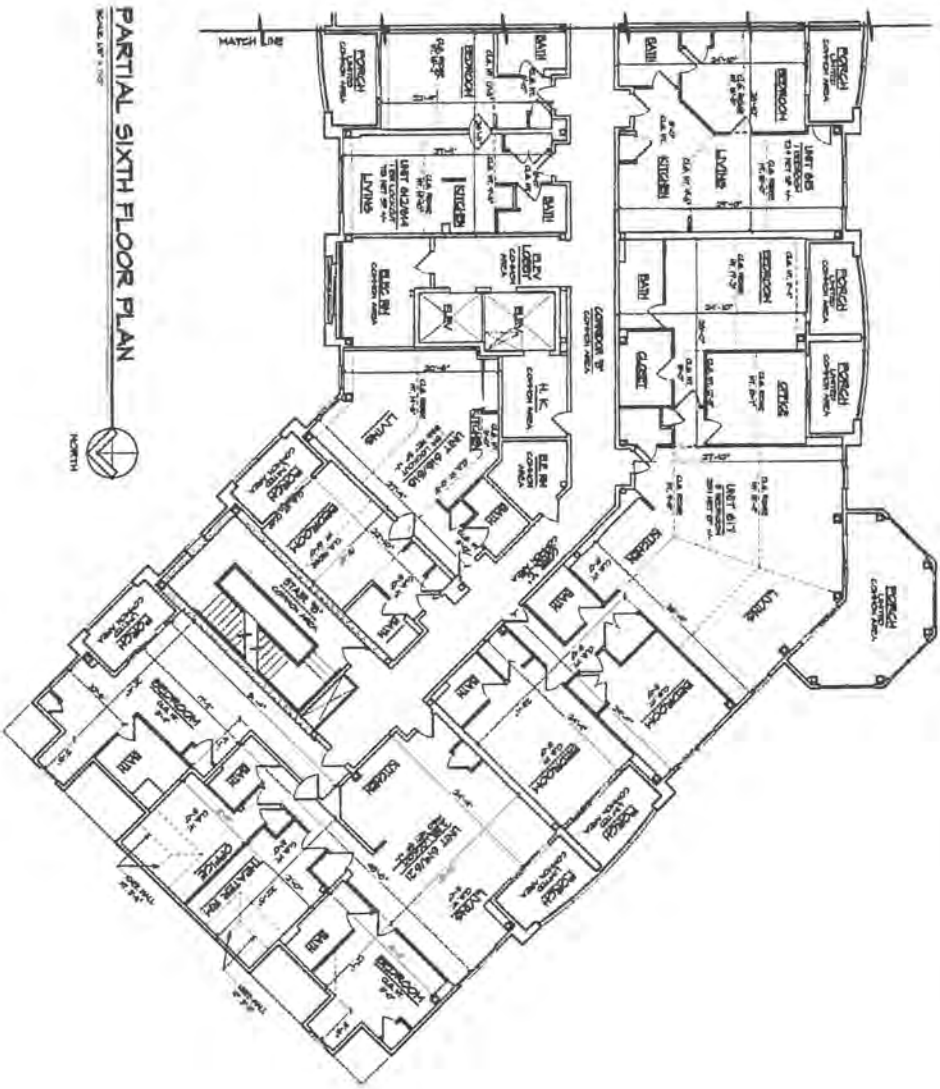
**DECLARANT:**  
RIVERWALK AT LOON MOUNTAIN, LLC  
33 BROOKLINE ROAD  
LINCOLN, NEW HAMPSHIRE

RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM  
22 SOUTH MOUNTAIN DRIVE  
LINCOLN, NEW HAMPSHIRE

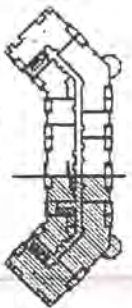
**PARTIAL SIXTH FLOOR PLAN**

NO. OF UNITS	
NO. OF UNITS	
NO. OF UNITS	
NO. OF UNITS	
NO. OF UNITS	
NO. OF UNITS	

DATE: 11/13/14  
**A6.2**



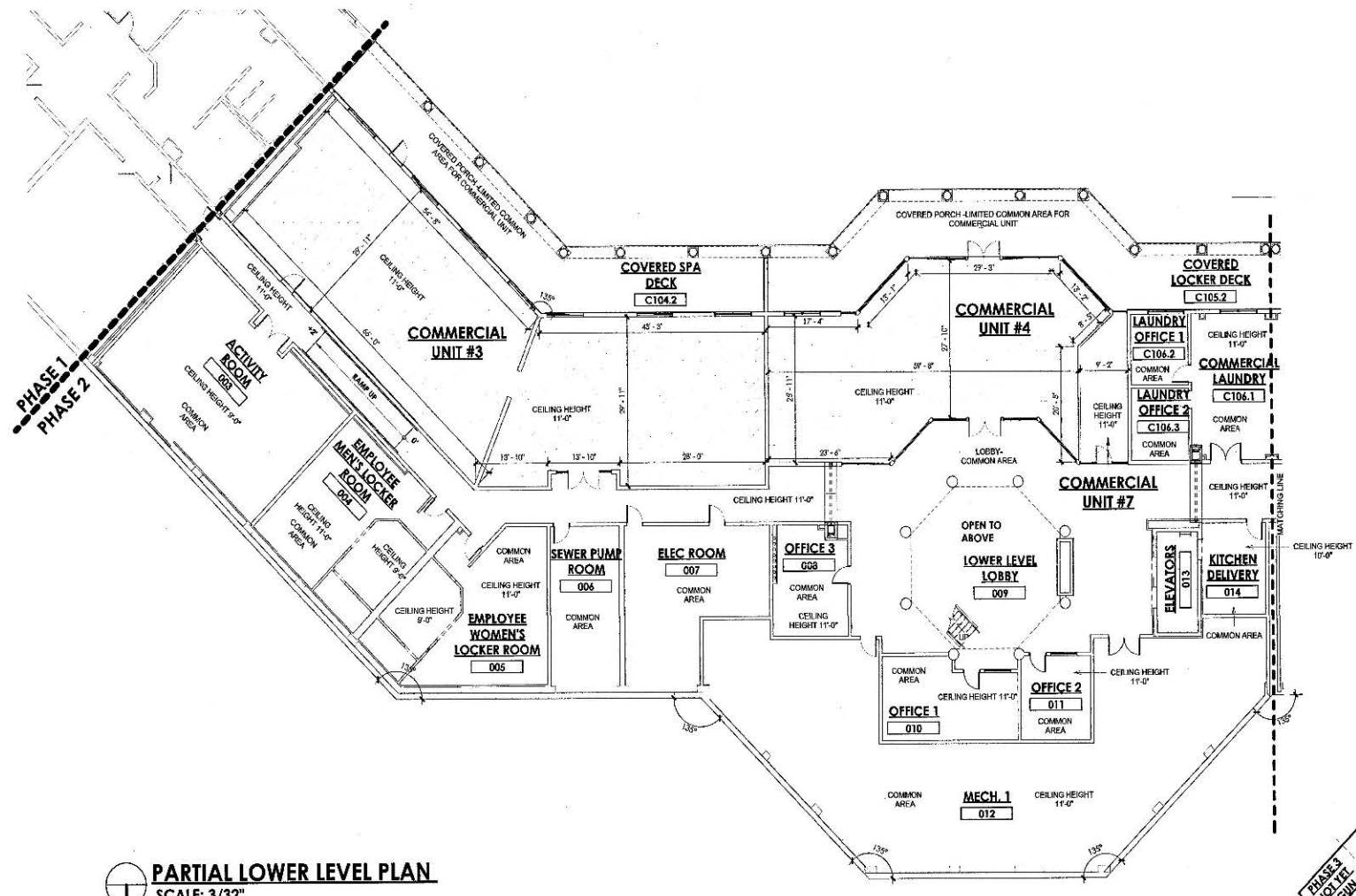
**PARTIAL SIXTH FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



REGISTERED ARCHITECT  
STATE OF NEW HAMPSHIRE  
DATE: 11/13/14  
PROJECT: RIVERWALK AT LOON MOUNTAIN, LLC  
ARCHITECT: ROBERT S. BARNETT, AIA

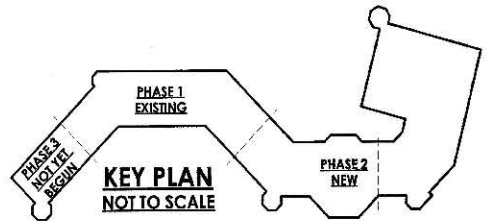
15070  
11/14

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS-BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20, &  
 DATE: 03/26/2024  
 Robert S. Martel  
 REGISTERED ARCHITECT  
 ROBERT S. MARTEL  
 No. 1478  
 STATE OF NEW HAMPSHIRE



NOTE: FOR AREA BREAKDOWN OF LOWER LEVEL UNITS SEE SHEET C002.

**PARTIAL LOWER LEVEL PLAN**  
 SCALE: 3/32"  
 PROJECT NORTH



ALL IDEAS, DESIGN, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE, INC.

**BERARD MARTEL ARCHITECTURE INC.**  
 170 South River Road, Bedford NH 03110  
 603.626.7903 www.berardmartel.com

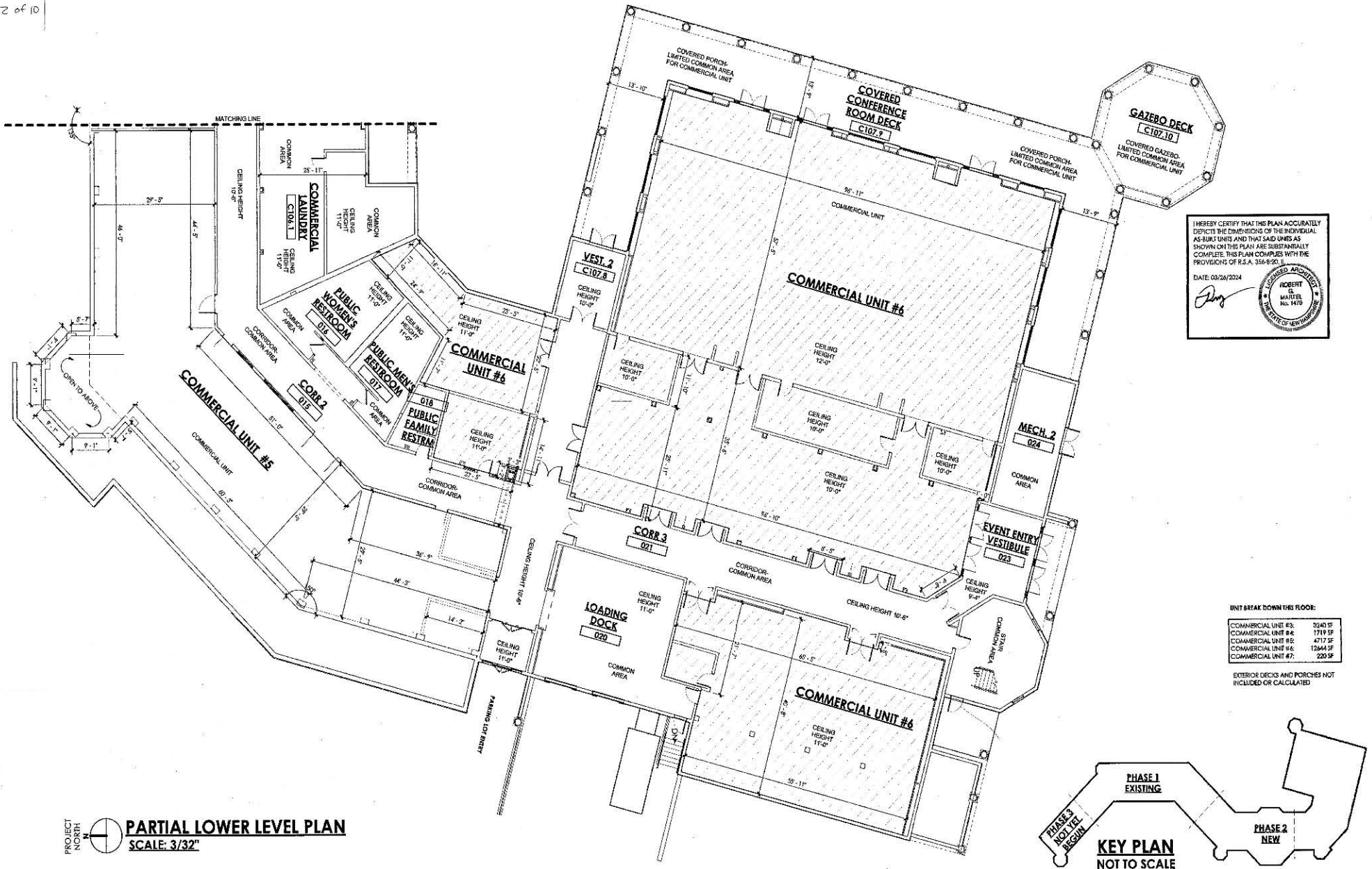
**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
 75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

**PARTIAL LOWER LEVEL PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C001**  
 3/26/2024



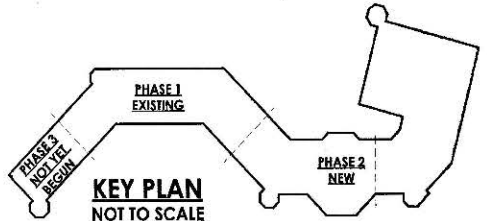
I HEREBY CERTIFY THAT THE PLAN ACCURATELY  
 REFLECTS THE DIMENSIONS OF THE INDIVIDUAL  
 AS-BUILT UNITS AND THAT SAID UNITS AS  
 SHOWN ON THIS PLAN ARE SUBSTANTIALLY  
 COMPLETE. THIS PLAN COMPLES WITH THE  
 PROVISIONS OF R.S.A. 356-9:20, I.  
 DATE: 03/26/2024  
*[Signature]*  
 REGISTERED ARCHITECT  
 ROBERT  
 MATEL  
 NO. 1479  
 STATE OF NEW HAMPSHIRE

UNIT BREAK DOWN THIS FLOOR:

COMMERCIAL UNIT #5:	3240 SF
COMMERCIAL UNIT #6:	1719 SF
COMMERCIAL UNIT #6:	4717 SF
COMMERCIAL UNIT #6:	12444 SF
COMMERCIAL UNIT #7:	220 SF

EXTERIOR DECKS AND PORCHES NOT INCLUDED OR CALCULATED

PROJECT NORTH  
 PARTIAL LOWER LEVEL PLAN  
 SCALE: 3/32"



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**BERARD MARTEL ARCHITECTURE INC.**  
 170 South River Road, Bedford NH 03110  
 603.626.7903 www.berardmarcel.com

**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
 75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

**PARTIAL LOWER LEVEL PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

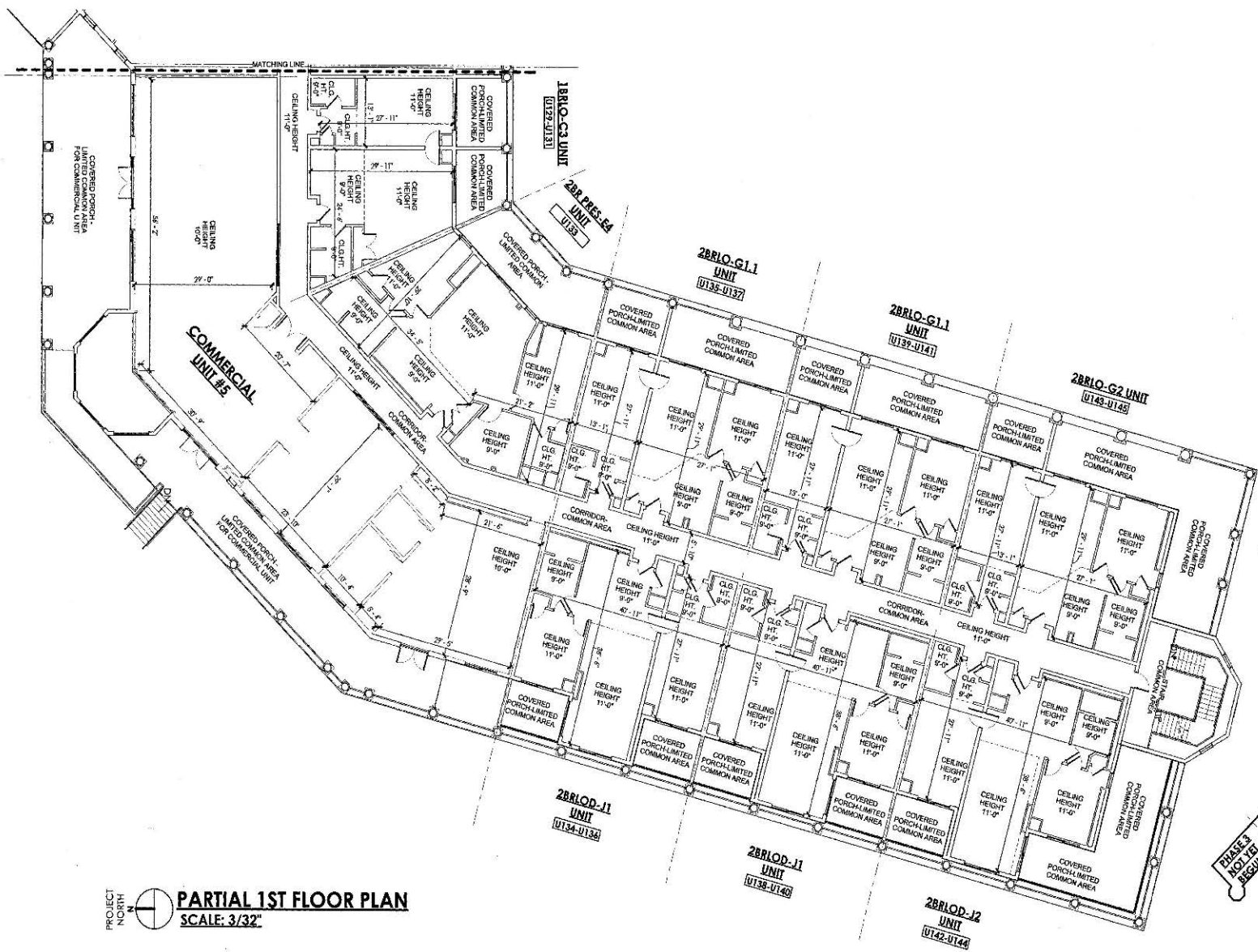
**C002**  
 3/26/2024



I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS-BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20.

DATE: 05/24/2024

*Robert O. Martel*  
ROBERT O. MARTEL  
No. 1419  
STATE OF NEW HAMPSHIRE

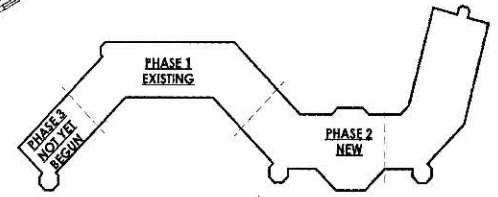


UNIT BREAK DOWN THIS FLOOR

Number	Name	Count	Area NET
U119-U121	2BRLO-C1 UNIT	1	1764 SF
U125-U126	2BRLO-C3 UNIT	1	1029 SF
U122-U123	2BRLO-C1 UNIT	1	1180 SF
U127	2BRLO-C3 UNIT	1	789 SF
U129-U131	2BRLO-C3 UNIT	1	1011 SF
U130	2BRLO-C1 UNIT	1	1252 SF
U132	2BRLO-C2 UNIT	1	794 SF
U133	2BR PREE-E4 UNIT	1	1496 SF
U134-U136	2BRLO-D1 UNIT	1	1317 SF
U135-U137	2BRLO-G1.1 UNIT	1	1198 SF
U138-U140	2BRLO-D3 UNIT	1	1322 SF
U139-U141	2BRLO-C1.1 UNIT	1	1197 SF
U142-U144	2BRLO-D2 UNIT	1	1314 SF
U143-U145	2BRLO-G2 UNIT	1	1202 SF
TOTAL UNITS: 14			16860 SF NET

COMMERCIAL UNIT #5: 3971 SF  
COMMERCIAL UNIT #7: 2549 SF

EXTERIOR DECKS AND PORCHES NOT INCLUDED OR CALCULATED



**KEY PLAN**  
NOT TO SCALE

PROJECT NORTH  
**PARTIAL 1ST FLOOR PLAN**  
SCALE: 3/32"

ALL IDEAS, DESIGNS, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE, INC.

**BERARD MARTEL ARCHITECTURE INC.**  
170 South River Road, Bedford NH 03110  
603.426.7903 www.berardmarTEL.com

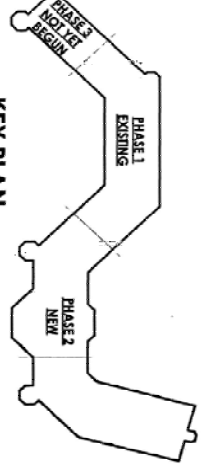
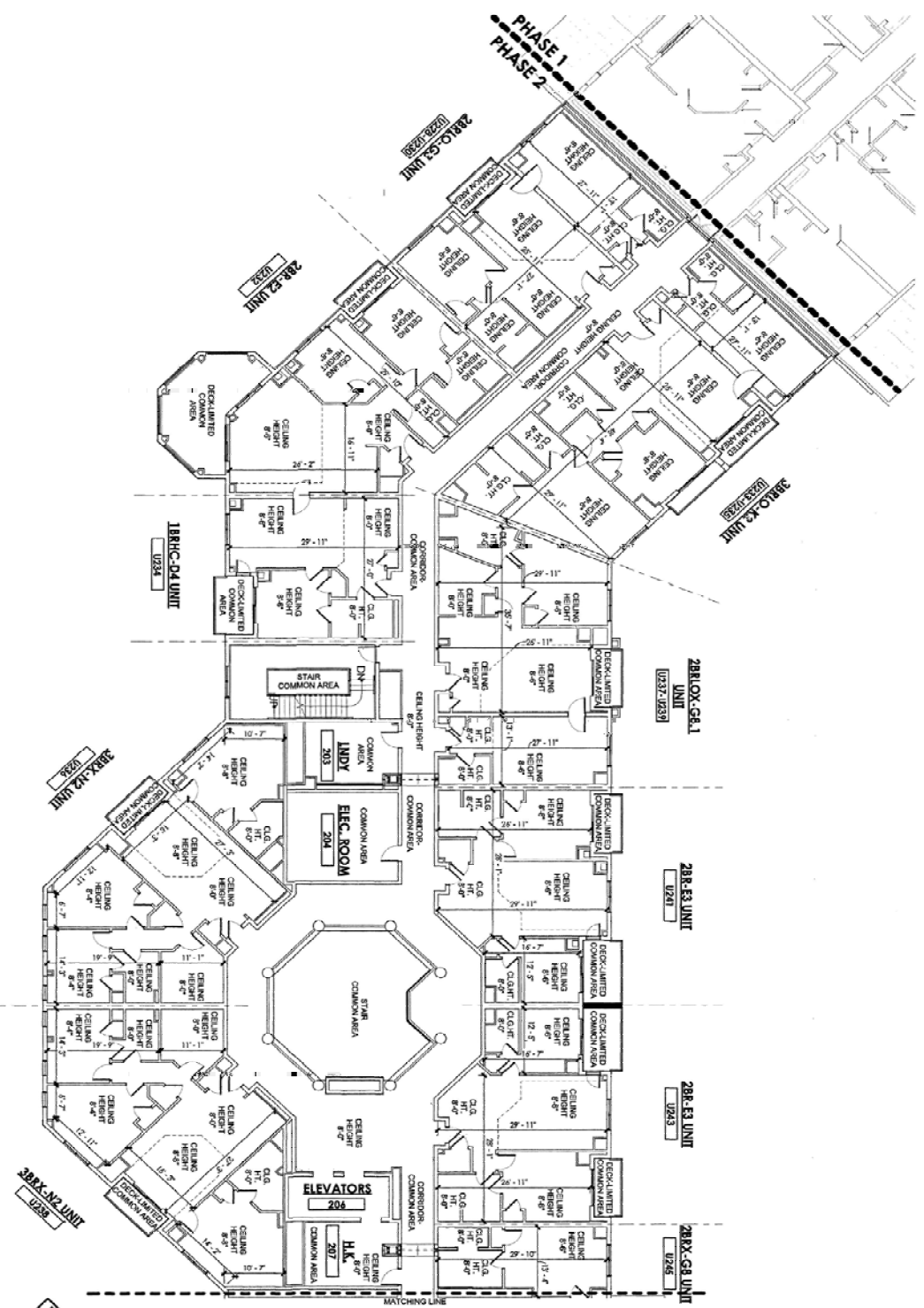
**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**  
22 South Mountain Drive, Lincoln, NH

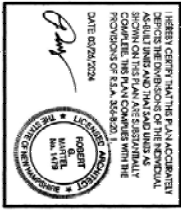
**PARTIAL 1ST FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C102**  
3/26/2024



NOTE FOR THE AREA BREAKDOWN OF 2ND FLOOR UNITS SEE SHEET C202



I HEREBY CERTIFY THAT THE PLAN ACCOMPANYING THESE DIMENSIONS OF THIS RECORD DRAWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING AS SHOWN ON THIS PLAN AND IS RESPONSIBLY COMPILED BY THE PLAN COMPILER WITH THE PROVISIONS OF RSA 203:103.  
DATE: 02/20/2024

ALL DIMENSIONS AND PLANS REFERENCED ON THIS PROJECT DOCUMENT ARE OWNED BY BERKAD ARCHITECTURE INC. ANY REVISIONS AND/OR DEVIATIONS FROM THE ORIGINAL DRAWING FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERKAD ARCHITECTURE INC.

**BERKAD ARCHITECTURE INC.**  
179 South River Road, Bedford, NH 03110  
603.482.7103 www.berkadnh.com

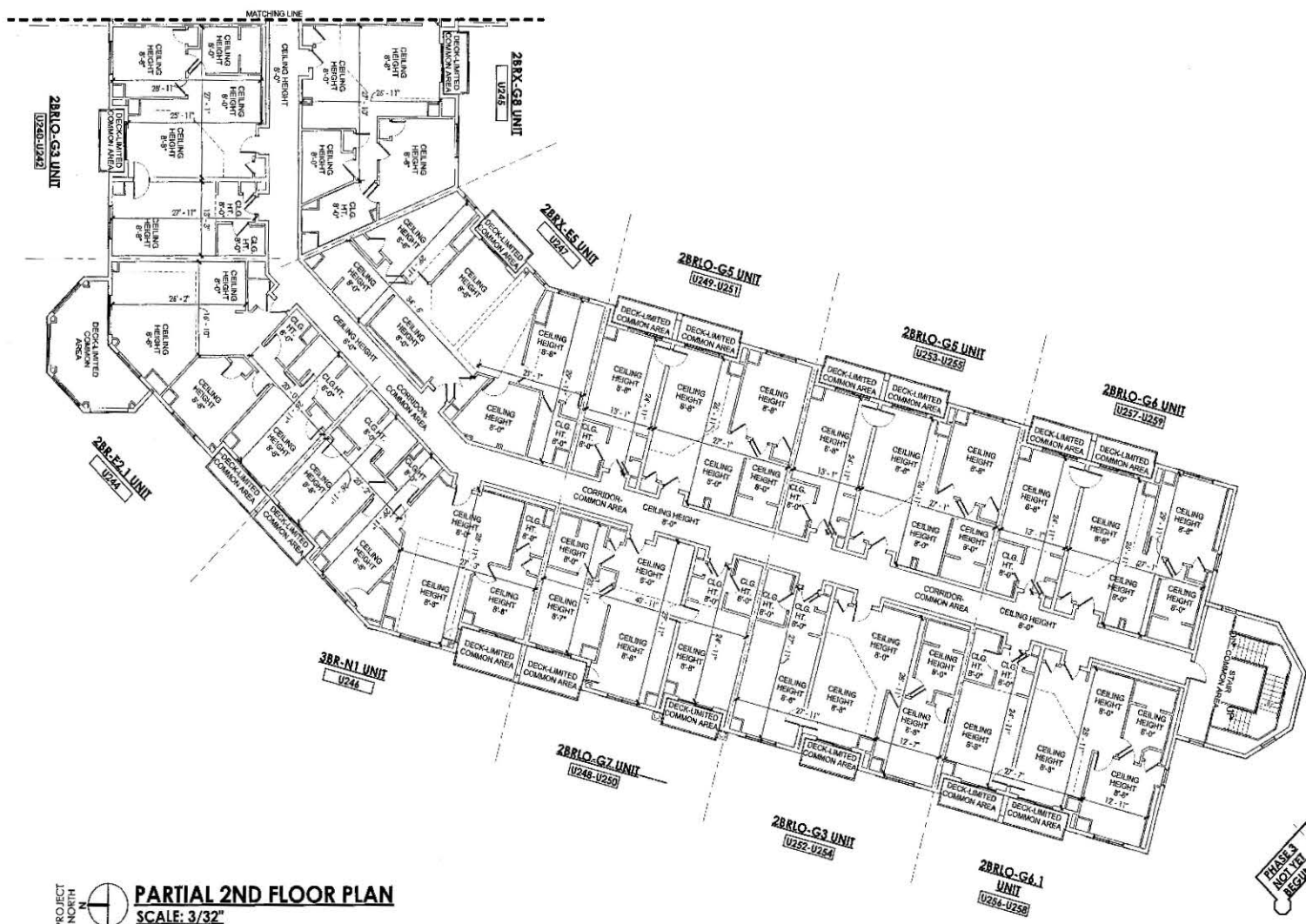
**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
75 Riverwalk Way, Lyndon, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**  
22 South Mountain Drive, Lincoln, NH

**PARTIAL 2ND FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revision  
No. Date  
**C201**  
02/20/2024

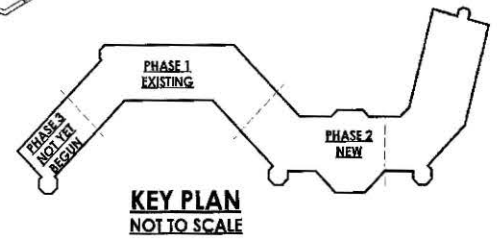
I HEREBY CERTIFY THAT THIS PLAN ACCURATELY  
 REFLECTS THE DIMENSIONS OF THE INDIVIDUAL  
 AS-BUILT UNITS AND THAT SAID UNITS AS  
 SHOWN ON THIS PLAN ARE SUBSTANTIALLY  
 COMPLETE IN PLAN CONFORMS WITH THE  
 PROVISIONS OF R.S.A. 355-8:20. I  
 DATE: 02/26/2024  

UNIT BREAK DOWN THIS FLOOR

Number	Name	Count	Area NET
U228-U230	2BRLO-G3 UNIT	1	1141 SF
U232	2BRLO-G2 UNIT	1	1219 SF
U233-U235	2BRLO-G4 UNIT	1	1732 SF
U234	1BRLO-G4 UNIT	1	731 SF
U236	3BRLO-G2 UNIT	1	1530 SF
U237-U239	2BRLO-G3.1 UNIT	1	1393 SF
U228	2BRLO-G2 UNIT	1	1036 SF
U240-U242	2BRLO-G5 UNIT	1	1147 SF
U241	2BR-E3 UNIT	1	908 SF
U243	2BR-E3 UNIT	1	997 SF
U244	2BR-E2.1 UNIT	1	1233 SF
U245	2BRLO-G8 UNIT	1	1358 SF
U246	2BR-N1 UNIT	1	1401 SF
U247	2BRLO-G5 UNIT	1	1460 SF
U248-U250	2BRLO-G7 UNITS	1	1005 SF
U249-U251	2BRLO-G5 UNIT	1	1117 SF
U252-U254	2BRLO-G3 UNIT	1	1143 SF
U253-U255	2BRLO-G5 UNIT	1	1117 SF
U254-U258	2BRLO-G4.1 UNIT	1	1104 SF
U257-U259	2BRLO-G6 UNIT	1	1121 SF
TOTAL UNITS: 20			24560 SF NET

EXTERIOR DECKS AND PORCHES NOT INCLUDED OR CALCULATED



PROJECT NORTH  
**PARTIAL 2ND FLOOR PLAN**  
 SCALE: 3/32"

ALL IDEAS, DESIGNS, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE INC.

**BERARD MARTEL ARCHITECTURE INC.**  
 170 South River Road, Bedford NH 03110 © 2023  
 603.626.7903 www.berardmartel.com

**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
 75 Persovance Way, Iyannis, MA 02601

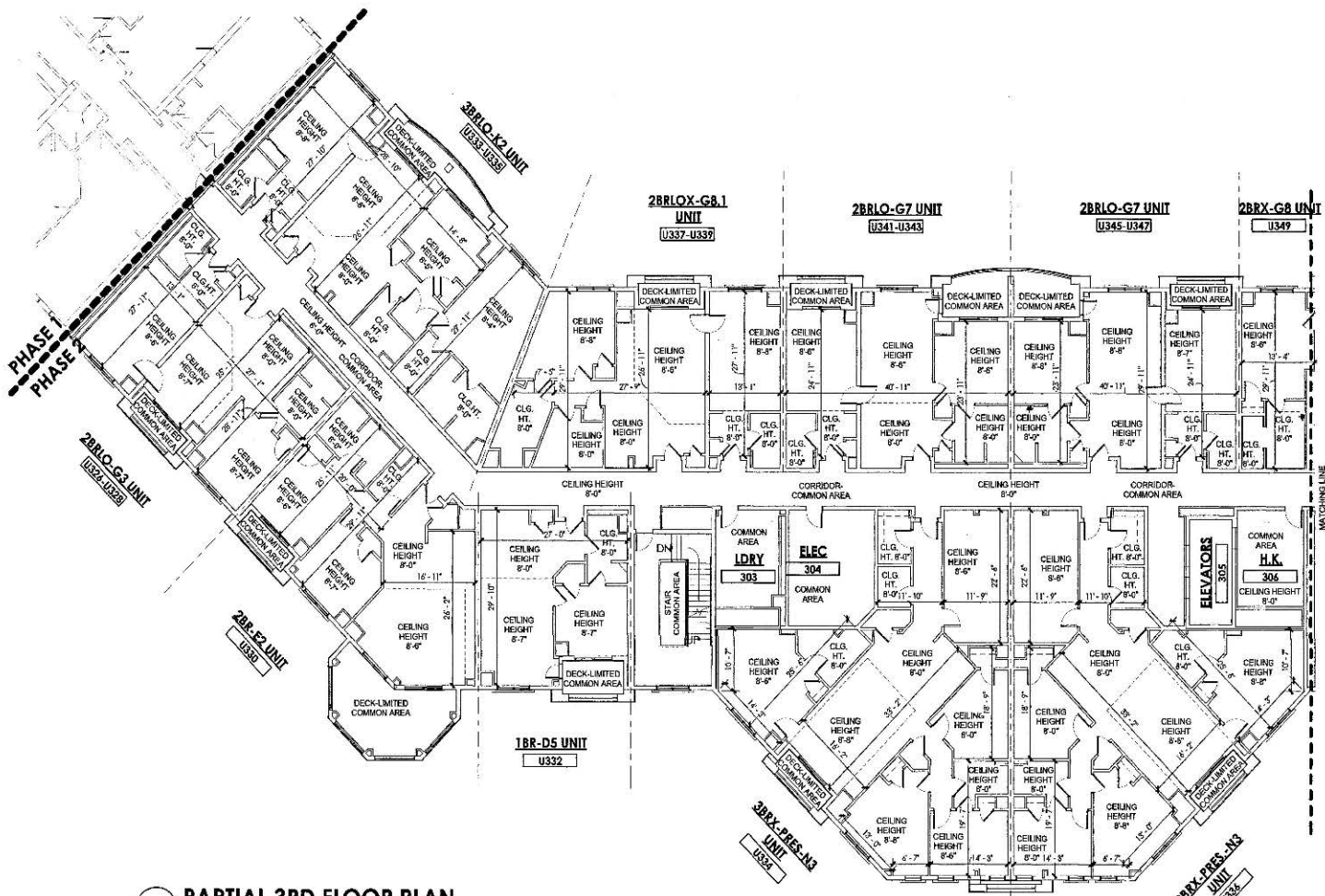
**RIVERWALK WEST WING A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

**PARTIAL 2ND FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

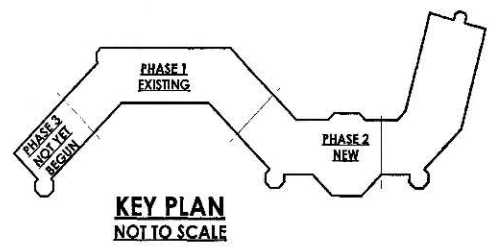
**C202**  
 3/26/2024

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS-BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356:920.1.  
DATE: 03/24/2024  

NOTE: FOR THE AREA BREAKDOWN OF 3RD FLOOR UNITS SEE SHEET C302

**PARTIAL 3RD FLOOR PLAN**  
SCALE: 3/32"  
PROJECT NORTH



ALL IDEAS, DESIGNS, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE, INC.

**BERARD MARTEL ARCHITECTURE, INC.**  
170 South River Road, Bedford NH 03110  
603.626.7903 www.berardmartel.com

**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**  
75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**  
22 South Mountain Drive, Lincoln, NH

**PARTIAL 3RD FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C301**  
3/24/2024

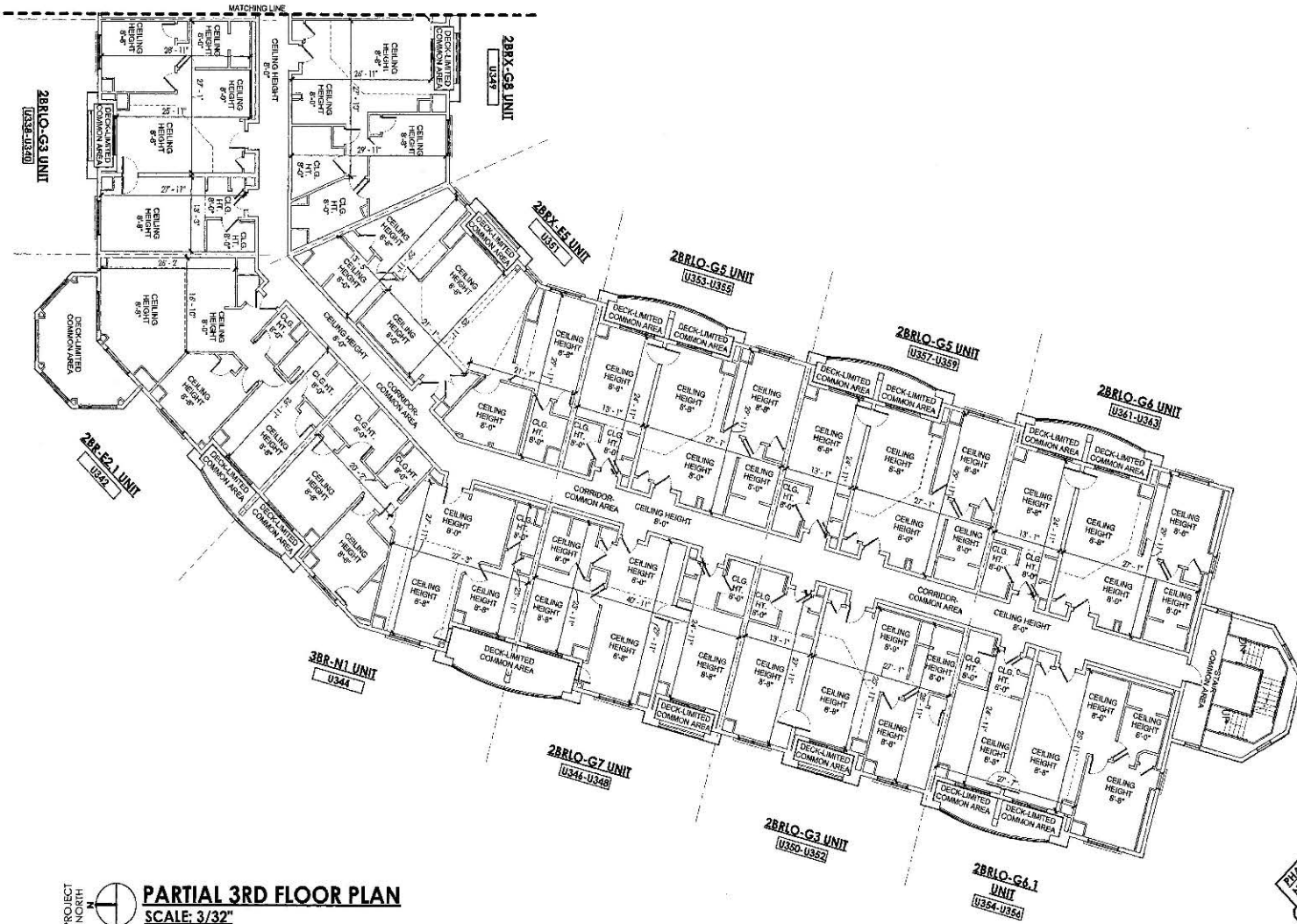
16874  
Sheet 8 of 10

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS-BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THE PLAN ARE ESSENTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20, 1.

DATE: 03/26/2024

*[Signature]*

BERARD MARTEL ARCHITECTURE INC.  
STATE OF NEW HAMPSHIRE  
No. 1419



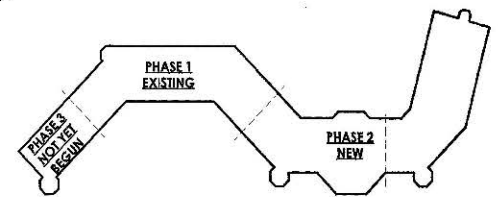
UNIT BREAK DOWN THIS FLOOR

Number	Name	Count	Area NET
U324-U328	2BRLO-G8 UNIT	1	1141 SF
U330	2BR-E2 UNIT	1	1219 SF
U332	1BR-D5 UNIT	1	720 SF
U334-U335	3BRLO-G2 UNIT	1	1732 SF
U336	3BRX-PRES-103 UNIT	1	2184 SF
U337-U339	2BRLOX-G6.1 UNIT	1	1993 SF
U338-U340	2BRLO-G3 UNIT	1	1142 SF
U341-U343	2BRLO-G7 UNIT	1	1281 SF
U342	2BR-E2.1 UNIT	1	1232 SF
U344	3BR-N1 UNIT	1	1402 SF
U345-U347	2BRLO-G7 UNIT	1	1079 SF
U348-U348	2BRLO-G7 UNIT	1	1283 SF
U342	2BRX-G5 UNIT	1	1353 SF
U350-U352	2BRLO-G8 UNIT	1	1143 SF
U351	2BRX-E3 UNIT	1	1460 SF
U353-U355	2BRLO-G6 UNIT	1	1117 SF
U354-U356	2BRLO-G6.1 UNIT	1	1108 SF
U357-U359	2BRLO-G5 UNIT	1	1117 SF
U361-U363	2BRLO-G6 UNIT	1	1121 SF
TOTAL UNITS: 20			24019 SF NET

EXTERIOR DECKS AND PORCHES NOT INCLUDED OR CALCULATED

PROJECT NORTH

**PARTIAL 3RD FLOOR PLAN**  
SCALE: 3/32"



**KEY PLAN**  
NOT TO SCALE

ALL IDEAS, DESIGNS, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE, INC.

**BERARD MARTEL ARCHITECTURE INC.**

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**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**

75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**

22 South Mountain Drive, Lincoln, NH

**PARTIAL 3RD FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C302**

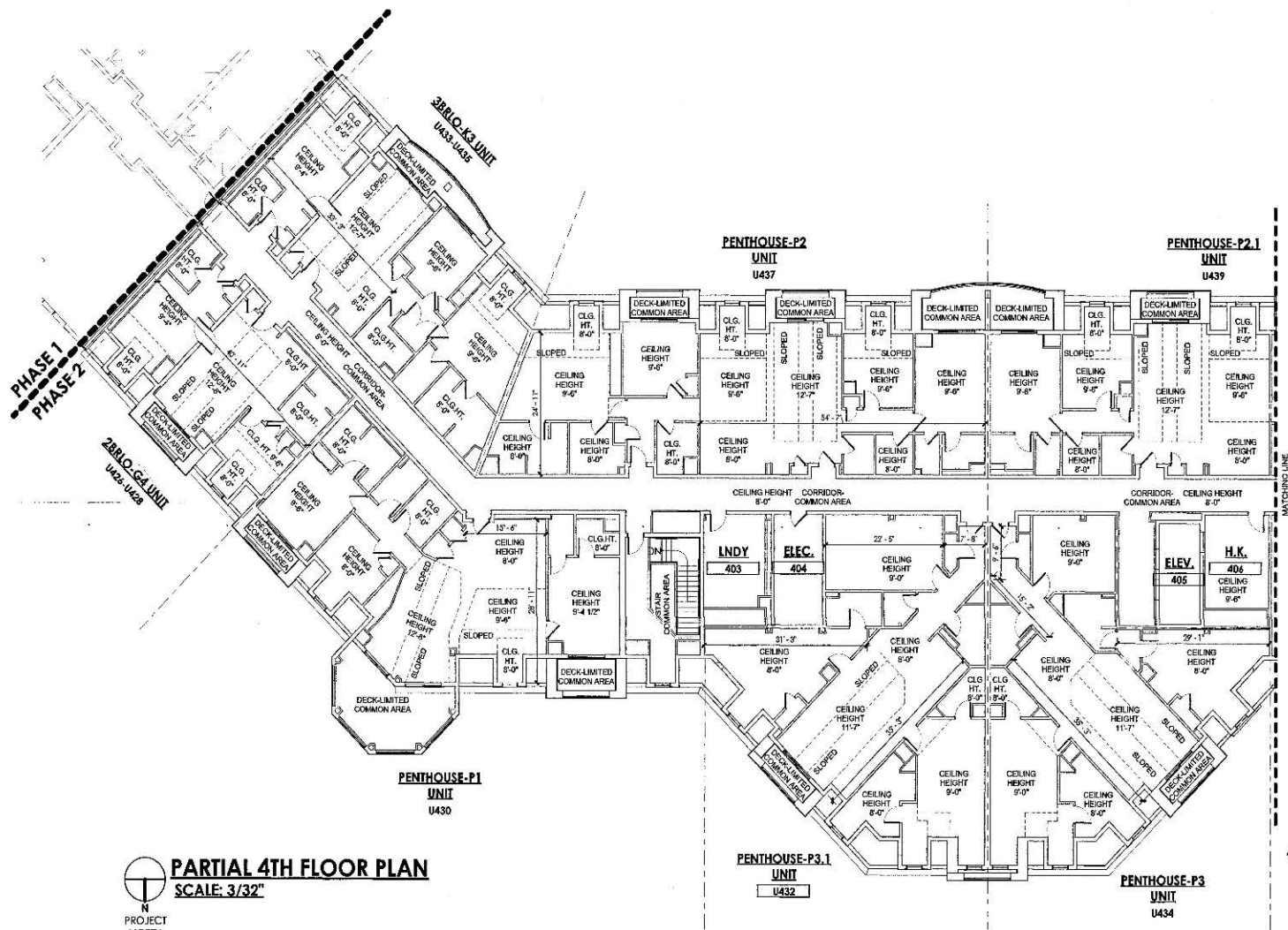
3/26/2024

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS-BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:20.1.

DATE: 03/26/2024

*Robert S. Martel*

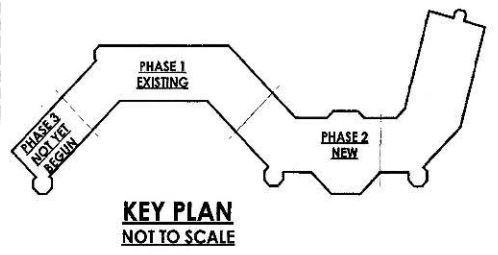
ROBERT S. MARTEL  
No. 1475  
STATE OF NEW HAMPSHIRE



**PARTIAL 4TH FLOOR PLAN**  
SCALE: 3/32"

N  
PROJECT  
NORTH

NOTE: FOR THE AREA BREAKDOWN OF 4TH FLOOR UNITS SEE SHEET C402



ALL IDEAS, DESIGNS, AND PLANS REPRESENTED ON THIS PROJECT DOCUMENT ARE OWNED BY BERARD MARTEL ARCHITECTURE, INC. THEY WERE CREATED AND DEVELOPED FOR THE USE ON THIS SPECIFIC PROJECT ONLY. THESE IDEAS, DESIGNS, AND DOCUMENTS SHALL NOT BE USED BY ANY PERSONS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF BERARD MARTEL ARCHITECTURE, INC.

**BERARD MARTEL ARCHITECTURE, INC.**

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**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**

75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**

22 South Mountain Drive, Unclon, NH

**PARTIAL 4TH FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C401**

3/26/2024

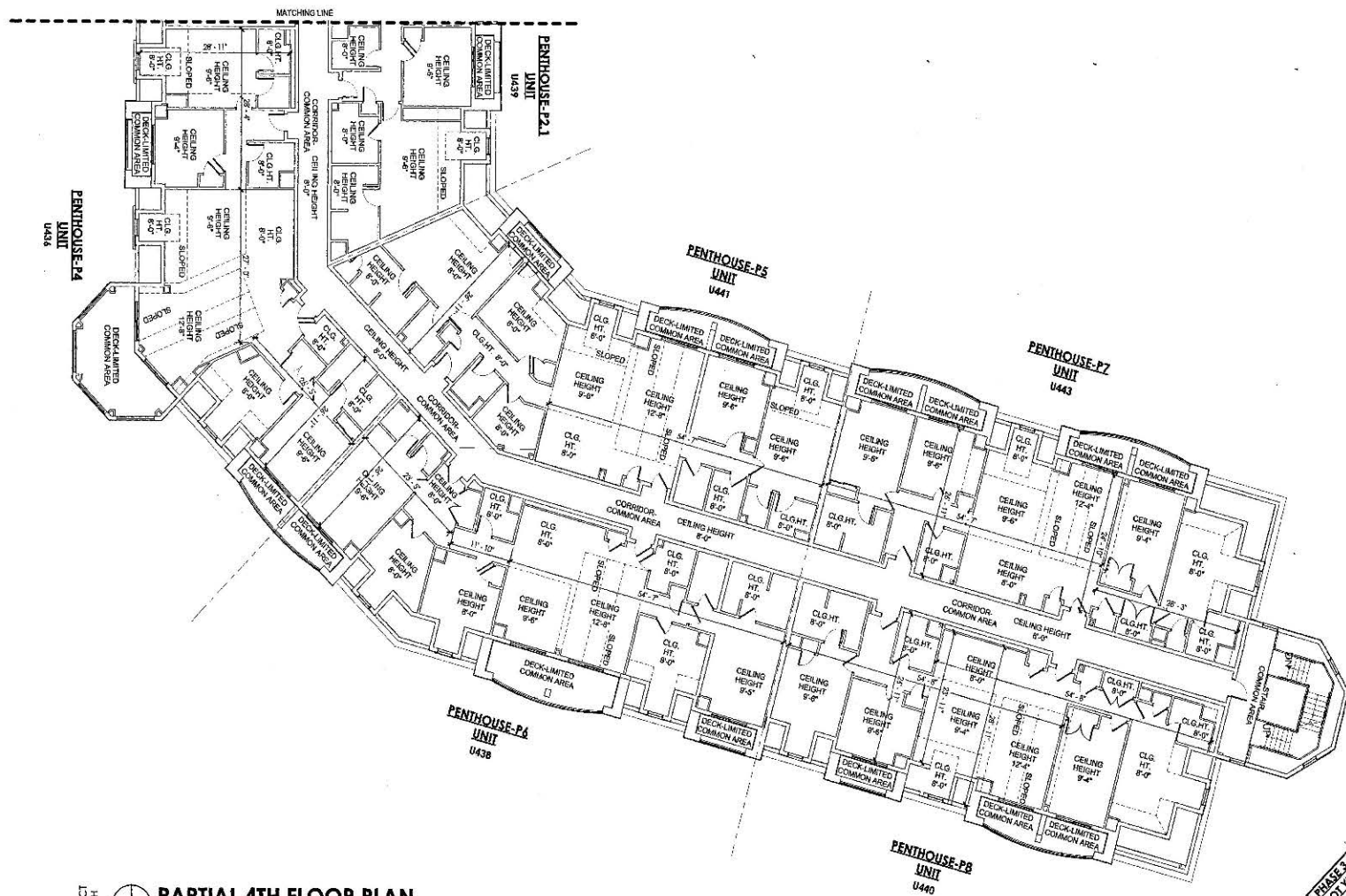
16374  
Sheet 10 of 10

I HEREBY CERTIFY THAT THIS PLAN ACCURATELY DEPICTS THE DIMENSIONS OF THE INDIVIDUAL AS BUILT UNITS AND THAT SAID UNITS AS SHOWN ON THIS PLAN ARE SUBSTANTIALLY COMPLETE. THIS PLAN COMPLES WITH THE PROVISIONS OF R.S.A. 356-B:20. I.

DATE: 03/26/2024

*RM*

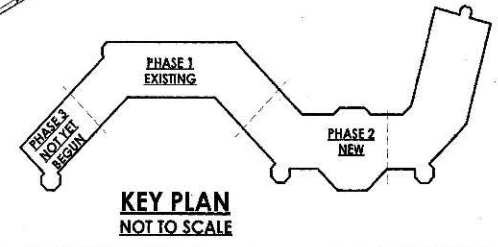
ROBERT G. MARTEL  
No. 1479  
STATE OF NEW HAMPSHIRE



UNIT BREAK DOWN THIS FLOOR

Number	Name	Count	Area NET
U426-U428	2BRLO-G4 UNIT	1	1052 SF
U439-U435	3BRLO-F3 UNIT	1	1639 SF
U430	PENTHOUSE-P1 UNIT	1	1833 SF
U437	PENTHOUSE-P2 UNIT	1	2288 SF
U459	PENTHOUSE-P2.1 UNIT	1	2388 SF
U484	PENTHOUSE-P3 UNIT	1	2058 SF
U432	PENTHOUSE-P3.1 UNIT	1	2148 SF
U456	PENTHOUSE-P4 UNIT	1	2258 SF
U441	PENTHOUSE-P5 UNIT	1	2453 SF
U438	PENTHOUSE-P4 UNIT	1	2365 SF
U443	PENTHOUSE-P7 UNIT	1	2136 SF
U440	PENTHOUSE-P6 UNIT	1	2104 SF
TOTAL UNITS: 12			24818 SF NET

EXTERIOR DECKS AND PORCHES NOT INCLUDED OR CALCULATED



**PARTIAL 4TH FLOOR PLAN**  
SCALE: 3/32"

**KEY PLAN**  
NOT TO SCALE

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**BERARD MARTEL ARCHITECTURE INC.**

170 South River Road, Bedford NH 03110  
603.626.7903 www.berardmartel.com

**DECLARANT: RIVERWALK AT LOON MOUNTAIN, LLC**

75 Perseverance Way, Hyannis, MA 02601

**RIVERWALK WEST WING A CONDOMINIUM**

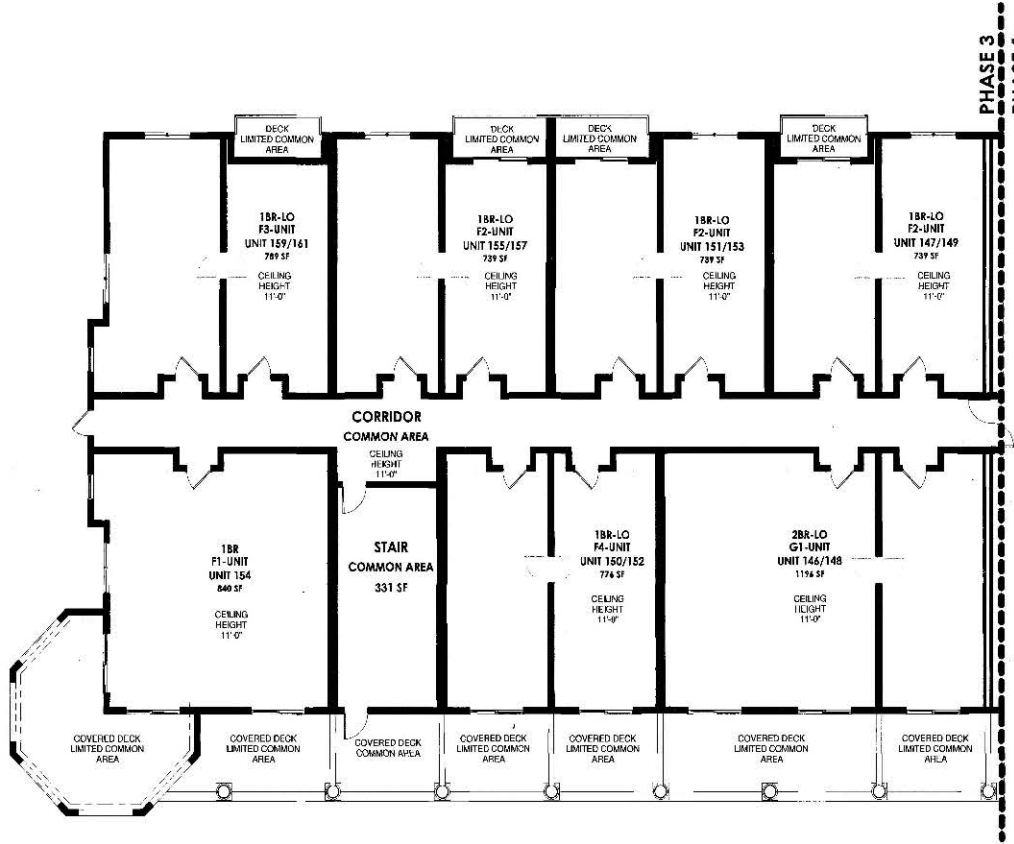
22 South Mountain Drive, Lincoln, NH

**PARTIAL 4TH FLOOR PLAN AS BUILT CONDOMINIUM DOCUMENTS**

Revisions	
No.	Date

**C402**

3/26/2024



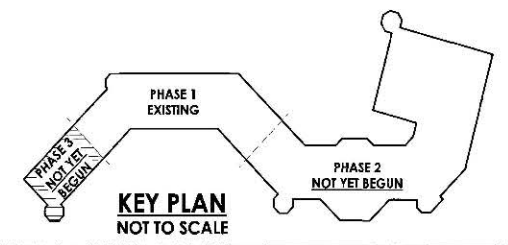
PHASE 3  
 PHASE 1

Name	Area
CORR- FLOOR AREA GROSS	1322 SF
UNIT AREA GROSS	6440 SF
TOTAL HEATED FLOOR AREA GROSS	7762 SF

Name	Number	Count	Area NET
F1-UNIT	UNIT 154	1	849 SF
F2-UNIT	UNIT 147/149	1	739 SF
F2-UNIT	UNIT 151/153	1	789 SF
F2-UNIT	UNIT 155/157	1	789 SF
F4-UNIT	UNIT 150/152	1	774 SF
G1-UNIT	UNIT 146/148	1	1154 SF
TOTAL UNITS: 7			5614 SF

EXTERIOR DECKS NOT INCLUDED OR CALCULATED

PROJECT FACILITY  
 1ST FLOOR PLAN  
 SCALE: 1/8"



KEY PLAN  
 NOT TO SCALE

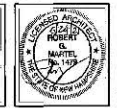
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 170 South River Road, Bedford NH 03110 603.626.7903 www.berardmartel.com

**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

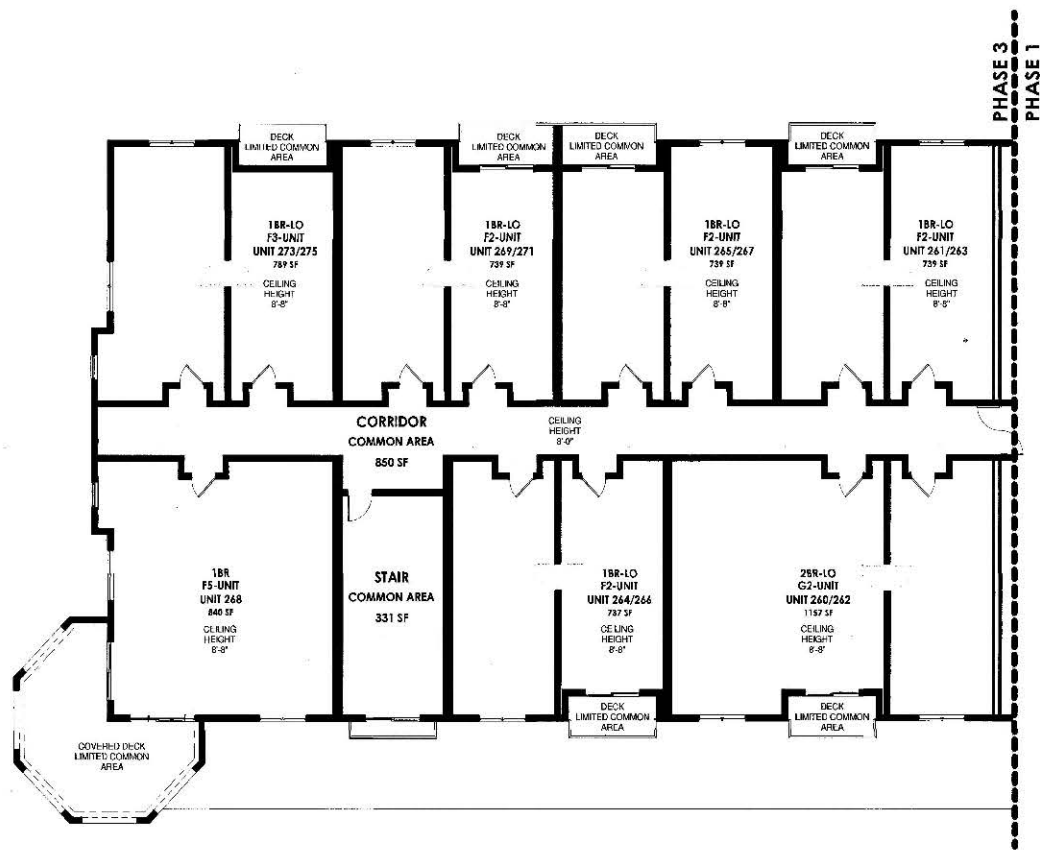
**PHASE 3  
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**1ST FLOOR PLAN**



Revisions
No. Date

**C101**  
 05/24/21

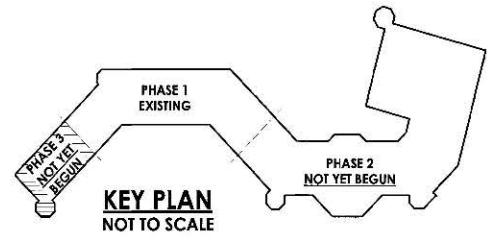


Name	Area
CORE FLOOR AREA GROSS	1322 SF
UNIT AREA GROSS	6392 SF
TOTAL HEALTHY FLOOR AREA GROSS	7714 SF

Name	Number	Count	Area (SF)
F2-UNIT	UNIT 261/263	1	739 SF
F2-UNIT	UNIT 264/266	1	737 SF
F2-UNIT	UNIT 265/267	1	739 SF
F2-UNIT	UNIT 269/271	1	739 SF
F3-UNIT	UNIT 273/275	1	789 SF
F5-UNIT	UNIT 268	1	840 SF
G2-UNIT	UNIT 260/262	1	1,157 SF
TOTAL UNITS: 7			6785 SF

EXTERIOR DECKS NOT INCLUDED OR CALCULATED

PROJECT NORTH  
  
**2ND FLOOR PLAN**  
 SCALE: 1/8"



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**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

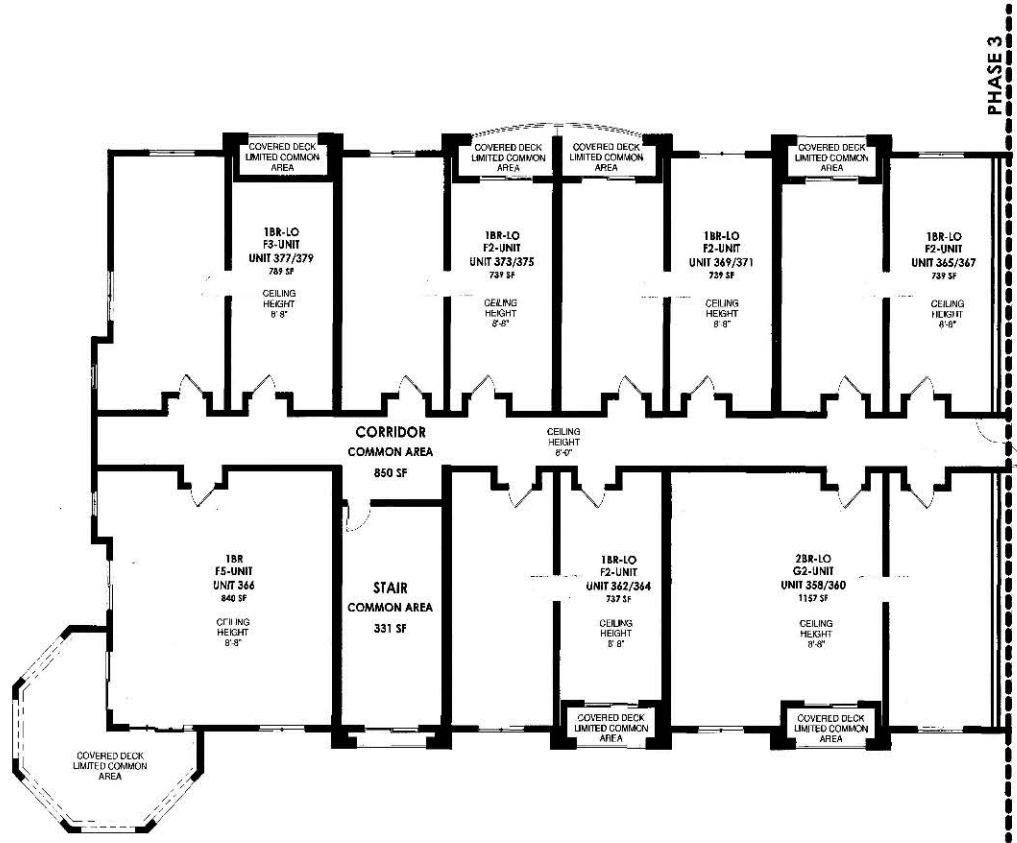
**PHASE 3  
 NOT YET BEGUN**

**2ND FLOOR PLAN**



Revisions  
 No. \_\_\_\_\_ Date \_\_\_\_\_

**C102**  
 05/24/21

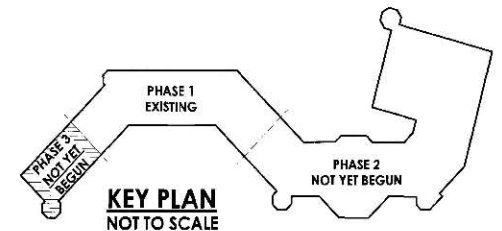


Name	Area
CORE FLOOR AREA GROSS	1,322 SF
UNIT AREA GROSS	6,892 SF
TOTAL HEATED FLOOR AREA GROSS	7,714 SF

Name	Number	Count	Area NET
F2-UNIT	UNIT 362/364	1	787 SF
F2-UNIT	UNIT 365/367	1	789 SF
F2-UNIT	UNIT 369/371	1	789 SF
F2-UNIT	UNIT 373/375	1	789 SF
F5-UNIT	UNIT 366	1	840 SF
G2-UNIT	UNIT 358/360	1	1,137 SF
TOTAL UNITS: /			5,739 SF

EXTERIOR DECKS NOT INCLUDED OR CALCULATED

PROJECT NORTH  
**3RD FLOOR PLAN**  
 SCALE: 1/8"



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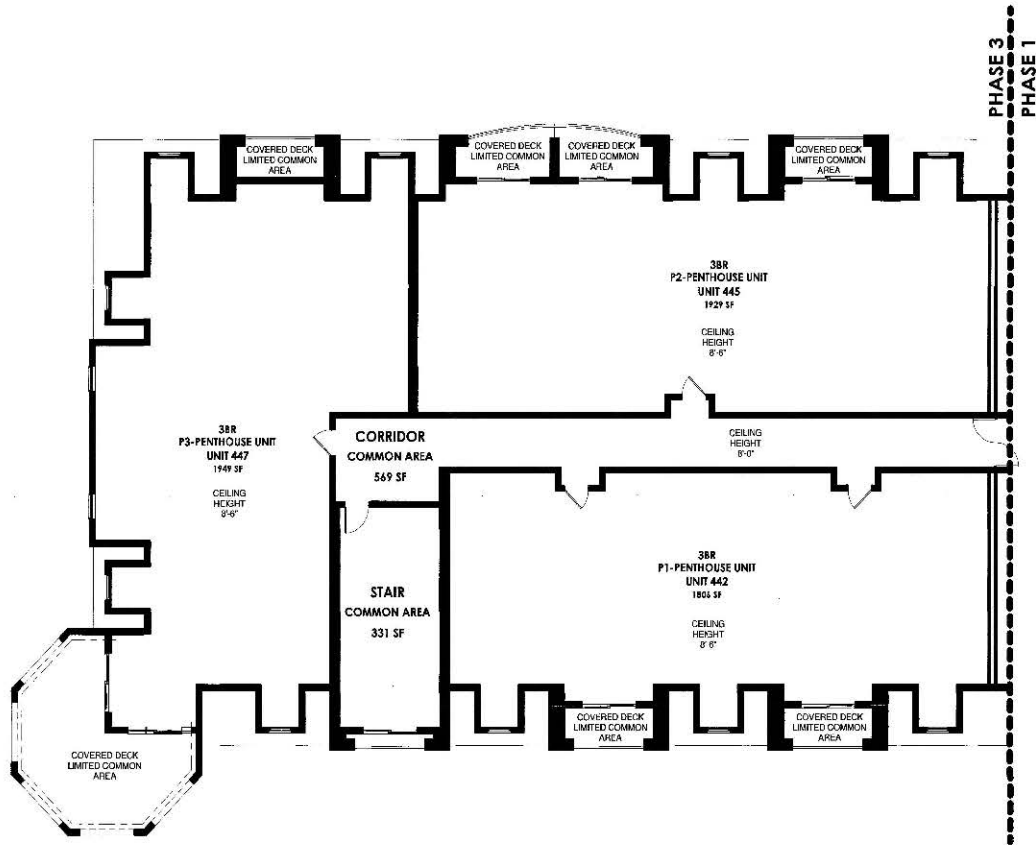
**RIVERWALK AT LOON MOUNTAIN  
 A CONDOMINIUM**  
 22 South Mountain Drive, Lincoln, NH

**PHASE 3  
 NOT YET BEGUN**

**3RD FLOOR PLAN**

Professional seal of **BERARD MARTEL ARCHITECTURE, INC.** with the text 'REGISTERED ARCHITECT STATE OF NEW HAMPSHIRE No. 1478' and a 'Revisions' table with columns for 'No.' and 'Date'.

**C103**  
 CS/24/21



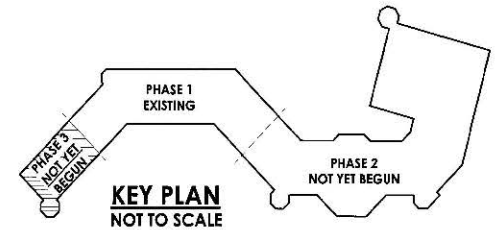
Name	Area
CORE FLOOR AREA GROSS	1036 SF
USH AREA GROSS	8245 SF
TOTAL HEATED FLOOR AREA GROSS	7262 SF

Name	Number	Count	Area SF
P1-PENTHOUSE UNIT	UNIT 442	1	1866 SF
P2-PENTHOUSE UNIT	UNIT 445	1	1929 SF
P3-PENTHOUSE UNIT	UNIT 447	1	1949 SF
TOTAL UNITS: 3			5663 SF

EXTERIOR DECKS NOT INCLUDED OR CALCULATED

PROJECT NORTH  **4TH FLOOR PLAN**  
SCALE: 1/8"



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**RIVERWALK AT LOON MOUNTAIN  
A CONDOMINIUM**  
22 South Mountain Drive, Lincoln, NH

**PHASE 3  
NOT YET BEGUN**

**4TH FLOOR PLAN**  
*Gray*



Revisions  
No. Date

**C104**  
05/24/21

# Exhibit 12



71615445005

**ARTICLES OF AGREEMENT**  
**of**  
**A NEW HAMPSHIRE NONPROFIT CORPORATION**

We, the undersigned, all being of lawful age, hereby associate ourselves together for the purpose of establishing a voluntary association pursuant to the provisions of RSA Chapter 292, as amended from time to time.

**ARTICLE I**

The name of the corporation shall be the Riverwalk Unit Owners Association ("Association").

**ARTICLE II**

The object or purpose for which the Association is organized is to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. The Association shall be authorized to do all things that may be necessary and useful to accomplishment of the aforesaid object or purpose and to possess and exercise all of the powers available: (i) to a voluntary association under the provisions of RSA Chapter 292; (ii) under the New Hampshire Condominium Act, RSA Chapter 356-B; and (iii) under provisions of the Declaration of Riverwalk at Loon Mountain, A Condominium, recorded in the Grafton County Registry of Deeds commencing at Book 4209, Page 26, as amended from time to time.

**ARTICLE III**

Each Unit Owner of the Riverwalk at Loon Mountain, A Condominium, located in Lincoln, New Hampshire ("Condominium") shall be a member ("Member") of the Association.

**ARTICLE IV**

Upon the dissolution or winding up of the affairs of the Association, whether voluntary or involuntary, the assets which it holds in its own name then remaining shall be distributed and transferred to the Members in a manner consistent with RSA Chapter 292, as determined by vote of a majority of its Members present or represented by proxy and voting at any meeting for which notice of such proposed action has been given.

**ARTICLE V**

The principal office of the Association shall be located at 33 Brookline Road, Lincoln, New Hampshire.

**ARTICLE VI**

The Association shall not have capital stock.

#### **ARTICLE VII**

No Director or officer of the Association shall be personally liable to the Association or its Members for monetary damages for breach of fiduciary duty as a Director, an officer, or both, except with respect to:

- (a) Any breach of the Director's or officer's duty of loyalty to the Association or its Members;
- (b) Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law; or
- (c) Any transaction from which the Director, officer, or both derived an improper personal benefit.

#### **ARTICLE VIII**

The Association shall have perpetual existence.

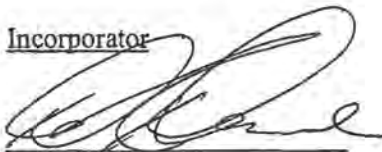
#### **ARTICLE IX**

These Articles may be amended by a vote of 66 2/3% of the total votes of the Members at any meeting for which notice of such proposed amendment has been given. The voting power of Members shall be determined in the same manner as provided in the Declaration of the Condominium.

IN WITNESS WHEREOF the undersigned have set their hands effective as of this 2<sup>nd</sup> day of June, 2016.

ARTICLE X

Incorporator



Signature

Dennis M. Ducharme

Name (please print)

Address

33 Brookline Rd.

Street

Lincoln NH 03251

City/Town

State Zip

Witness

  
Print Name: Justine N. Tomon

ARTICLE X

Incorporator

Address

Rod Sroczenki  
Signature

14 Johnson Lane.  
Street

Rod Sroczenki  
Name (please print)

Centerville MA 02632  
City/Town State Zip

Witness

Justine N. Tomon  
Print Name: Justine N. Tomon

ARTICLE X

Incorporator

Address

Cathrine J. Leyden  
Signature

65 Holder Lane  
Street

Cathrine Leyden  
Name (please print)

W. Barnstable, MA 02668  
City/Town State Zip

Witness

Justine N. Tomich  
Print Name: JUSTINE N. TOMICH

ARTICLE X

Incorporator

[Signature]  
Signature

Michael Robinson  
Name (please print)

Address

77 Featherbed Ln  
Street

Dennis MA 02638  
City/Town State Zip

Witness

[Signature]  
Print Name: JUSTINE N. TOMCH

ARTICLE X

Incorporator



Signature

WILLIAM CURRAN

Name (please print)

Address

17 OLDIE FRENCH LN

Street

GILFORD NH 03249

City/Town

State Zip

Witness



Print Name: Beverly McNeill

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

18 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-4397

**KELLY A. AYOTTE**  
ATTORNEY GENERAL



**ORVILLE B. "BUD" FITCH II**  
DEPUTY ATTORNEY GENERAL

**TO ALL NEW NONPROFIT CORPORATIONS**

**Re: Charity Registration Requirements for State of New Hampshire**

**Dear Sir/Madam:**

**Please be advised that any non-profit, charitable organization that:**

- **Has been determined by the IRS to be a 501(c)(3) organization; and/or**
- **Solicits donations in the State of New Hampshire or distributes funds to the community for charitable purposes; and/or**
- **Is formed for any of the purposes enumerated in RSA 7:21, II**

**is required to register with and report to the Attorney General, Charitable Trusts Unit.**

**Our Application for Registration can be found on our web page (address below, box on right-hand side of page for Charitable Organizations, click on Filing Forms, locate and click on NHCT-1 Application for Registration); complete and return to this office with the requested documentation and registration fee. If you believe you are not required to register, please state your reasons in a letter and submit to this office for consideration within ten days of the date of this letter. If you need a hard copy of the application form mailed to you, please call me to make that request.**

**Thank you for your prompt attention to this matter.**

**Very truly yours,**

Handwritten signature of Terry M. Knowles in black ink.

**Terry M. Knowles, Assistant Director  
Charitable Trusts Unit  
(603) 271-3591  
terry.knowles@doj.nh.gov**

**TMK:ab**

**[www.doj.nh.gov/charitable](http://www.doj.nh.gov/charitable)**

# Exhibit 13

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**SECOND AMENDED & RESTATED BYLAWS  
OF  
RIVERWALK UNIT OWNERS' ASSOCIATION**

---

1. **Purpose.** The administration of RiverWalk at Loon Mountain, A Condominium, ("Condominium") shall be governed by these Second Amended and Restated Bylaws ("Bylaws") which are annexed to the Declaration of RiverWalk at Loon Mountain, A Condominium, as amended from time to time (collectively, "Declaration") and are made a part thereof. All present and future holders of any interest in the Condominium shall be members of the Unit Owners Association, which is a "condominium management association" organized under Chapter 292 of the New Hampshire Revised Statutes Annotated and operated to provide for the acquisition, construction, management, maintenance and care of "association property" as those terms are defined in Section 528 of the Internal Revenue Code. No part of the net earnings of said Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by a rebate of excess assessments pursuant to Article V, Section 1 (c) hereof) to the benefit of any Owner. The Condominium consists of Residential Units and Commercial Units and is intended to be operated as an integrated multi-purpose facility designed for hotel, residential, vacation, commercial and convention use.

2. **Definitions.** Capitalized terms not otherwise defined in these Bylaws shall have the meanings specified in the Declaration, the Supplemental Declaration of Fractional Ownership and in Section 3 of Chapter 356-B Condominium Act of the New Hampshire Revised Statutes Annotated. The use of any gender in this Declaration shall be deemed to refer to all of the genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

3. **Bylaws Applicability.** The provisions of these Bylaws are applicable to the Property, and the use, occupancy, sale, lease or other transfer thereof. All present and future

Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other Person who shall use the facilities of the Condominium, shall be subject to these Bylaws and to the Rules of the Condominium. The acceptance of a deed of conveyance or the entering into a lease or the act of occupancy of a Unit or any other portion of the Condominium shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and will comply with them.

4. **Office.** The office of the Condominium and of the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors.

## ARTICLE II RIVERWALK UNIT OWNERS ASSOCIATION

1. **Composition.** All of the Unit Owners (the "Owners") acting as a group in accordance with the Condominium Act, the Declaration and these Bylaws, shall constitute the RiverWalk Unit Owners Association ("Association") for the Condominium. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the assessments for Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required by the Condominium Act to be performed by the Association. Except as to those matters which require the approval of the Owners under the Condominium Act, the Declaration or these Bylaws, the Board of Directors may approve all matters concerned with or affecting the Condominium (as more particularly set forth in Article III).

2. **Voting.** Each completed Unit shall be entitled to the number of votes equal to the Percentage Interest assigned to such Unit in the Declaration based on the square footage of the Unit.

(a) Units may be offered for traditional whole ownership. In such case, the Owner of that Unit shall be entitled to vote the number of votes assigned to such Unit. Units may be offered with fractional interests. In that case, the Fractional Owner shall be entitled to vote the number of votes assigned to his or her Fractional Interest.

(b) Because an Owner of a whole or Fractional Interest in a Unit may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the vote appertaining to his or her ownership interest. But, if more than one of such Persons is present, the vote appertaining to that ownership interest shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if anyone of them purports to cast the vote appertaining to that ownership interest without protest being made forthwith by any of the others to the Person presiding over the meetings. As applied to a Person which is not a natural person, the word "Person" shall be deemed for the purposes of this Section to include, without limitation, any one natural Person having authority to execute deeds on behalf of such Person which is not a natural Person and which is, either alone or in conjunction with another Person or Persons, an Owner.

(c) Except where a greater number is required by the Condominium Act, the Declaration, or these Bylaws, a majority of the votes of Owners in good standing and entitled to vote, voting in Person or by proxy, is required to adopt decisions at any meeting of the Association, except for election of Directors which may be accomplished by a plurality of such votes. If the Declarant owns or holds title to one or more completed Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit(s) is entitled.

(d) All of the Owners shall have a right to vote on matters that relate to matters affecting the Condominium as a whole. However, for matters that specifically deal with the Residential Units, only the Owners of Residential Units may vote thereon and for matters that specifically deal with the Commercial Units, only the Owners of Commercial Units may vote thereon, and a majority of the votes of such Owners in good standing and entitled to vote, voting in Person or by proxy, is required to adopt decisions at any special meeting of such Owners called for that purpose in accordance with Section 5 of Article II of these Bylaws, except that if the request for a meeting comes from the Owners, at least 30% of the Owners entitled to vote thereon ("Entitled Owners") must participate in the request. Notice of the special meeting shall be sent only to Entitled Owners.

3. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Board of Directors and stated in the notice of the meeting.

4. **Annual Meeting.** The first annual meeting of the Association shall be held on a date to be determined by the Declarant, which date shall be within one (1) year after the formation of the Association by the recordation of the Declaration at the Registry of Deeds. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. Thereafter, the annual meetings of the Association shall be held on the same date of each succeeding year, or on such other date within a thirty (30) day period prior to or subsequent to such date (so long as such a meeting is held at least once each calendar year), as may be designated by the Board of Directors and reflected in the said notice. At such annual meetings, the Board of Directors shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III. The Association may transact such other business as may properly come before them at such meetings.

5. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners having not less than 25% of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. **Notice of Meeting.** It shall be the duty of the Secretary to mail, by United States certified mail, return receipt requested, a notice of each annual meeting or special meeting of the Owners, at least twenty-one (21) days in advance of an annual meeting, and at least seven (7)

days in advance of a special meeting, except as provided in Article III, Section 7, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units or at such other address as each Owner may have designated by notice in writing to the Secretary. In lieu of notice by mail, an owner may elect to have the notice and any material relating to the Condominium delivered to an email address on file with the Secretary.

7. **Voting Requirements.** An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he or she shall have fully paid all assessments made or levied and due against him or her and his or her Unit by the Board of Directors as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or her and against his or her Unit, at least three days prior to the date fixed for such annual or special meeting.

8. **Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies in accordance with the provisions of Section 39, IV of the Condominium Act.

9. **Quorum.** 25% of the votes present or represented by proxy shall constitute a quorum.

10. **Order of Business.** The order of business at all meetings of the Association may be as follows:

- (a) roll call;
- (b) recitation of proof of notice of meeting;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) report of Board of Directors;
- (f) reports of committees;
- (g) election of Directors; if applicable;
- (h) unfinished business; and
- (i) new business; any of which may be waived.

11. **Conduct of Meeting.** The President, or his or her designate, shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a record book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Rules of order may be adopted by the Board of Directors.

### ARTICLE III BOARD OF DIRECTORS

1. **Powers and Responsibilities.** The affairs and business of the Condominium shall be managed by a Board of Directors (sometimes herein referred to as the "Board of Directors") which shall have all of the powers and responsibilities necessary for the administration of the

affairs of the Condominium and may do all such acts and things as are not by the Condominium Act or by these Bylaws directed to be exercised and done exclusively by the Owners themselves. The Board of Directors of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters which might arise between meetings of the Board of Directors. In addition to the general duties imposed by these Bylaws, the Board of Directors shall have the power to perform, and shall be responsible for, the following:

(a) Preparation of an annual budget and the establishment of an assessment of each Owner for the Common Expenses;

(b) Making assessments against Owners to defray the Common Expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, collecting said assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property. Unless otherwise determined by the Board of Directors, the annual assessments against each Owner for his or her proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) Providing for the operation, management, repair, replacement and maintenance of all of the Residential Units and Common Area including designating, hiring and dismissing the personnel necessary therefor, and, where appropriate, providing for the compensation of such personnel and for the purchase or use of equipment, supplies and material to be used by such personnel in the performance of their duties;

(d) Making and amending Rules concerning the operation, use and enjoyment of the Property (subject to the condition that such Rules shall not be in conflict with the Condominium Act or with the Declaration or these Bylaws, or other rules of law and subject to the provisions of Section 11 of Article V hereof) and enforcing by legal means the provisions of the Declaration, these Bylaws and such Rules, and bringing any proceedings which may be instituted on behalf of the Owners;

(e) Obtaining and carrying insurance against casualty and liability, as provided in Article VI of these Bylaws, and paying the premium cost thereof and making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property, in accordance with the other provisions of these Bylaws;

(f) Opening bank accounts on behalf of the Association and designating signatories required therefor, and keeping books with detailed accounts of the receipts and expenditures affecting the Property and the administration of the Condominium. The said books shall be available for examination by the Owners, and their duly authorized agents, at reasonable times and places. All books and records shall be kept in accordance with generally accepted accounting practices;

(g) The Board of Directors shall have the irrevocable power as attorney-in-

fact on behalf of all of the Owners, their heirs, successors and assigns to do the following things:

- (i) To execute easements through the Common Area benefiting the Condominium or any portion thereof;
- (ii) To negotiate, settle and litigate, including execution of any necessary documents, any proceeding by any governmental authority to condemn all or any portion of the Common Area, any dispute concerning the location of the boundaries of Common Area, disputes concerning title to all or any portion of the Common Area and any other dispute which affects the Common Area;
- (iii) To execute any documents necessary to encumber all or any portion of the Common Area to secure any borrowing, provided that such borrowing is authorized pursuant to Article V, Section 7 or Article VII, Section 2(b) hereof; and
- (iv) To execute and renew leases and contracts concerning the use and operation of the Common Area. The Board of Directors shall determine the terms and conditions of such lease and contracts in its sole discretion; and
- (h) To do such other things and acts not inconsistent with the Condominium Act and with the Declaration which it may be authorized to do by a resolution of the Association.

2. **Managing Agent.** The Board of Directors may employ, or contract with, a professional manager or management firm ("Manager") for a fee or compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize including, but not limited to, the duties listed in Section 1 of this Article III. The Board of Directors may delegate to the Manager all of the powers granted to the Board of Directors by these Bylaws, provided that any actions by the Manager with respect to the powers set forth in paragraphs (b) through (g) of Section 1 of this Article III shall require the written consent of the Board of Directors.

3. **Number of Directors and Initial Selection of Board of Directors.** The Board of Directors shall be composed of three natural persons. Until the election of the Board of Directors takes place at the first annual meeting of the Association as provided in Section 4 of Article II, the Board of Directors shall consist entirely of such persons as designated by the Declarant. Thereafter, until three years after recordation of the Declaration or as otherwise provided in RSA 356-B:36 upon conveyance by the Declarant of Units to which  $\frac{3}{4}$  of the undivided interest in the common areas appertain ("Transition Date"), a majority of the members of the Board of Directors shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so selected and designated by it, and to select and designate their successors. The Declarant may relinquish its rights hereunder at any prior time. Directors, except for those designated by Declarant, shall consist only of Owners or spouses of Owners, or, where a Person who is an Owner is not a natural person, any natural person having authority to execute deeds on behalf of such Person.

4. **Election and Term of Office.** Subject to Declarant's right to designate set forth herein, at the first annual meeting of the Association, three Directors shall be elected. The term of office of one Director shall be fixed at one (1) year, the term of one other Director shall be fixed at two (2) years and the term of office of one remaining Director shall be fixed at three (3) years. Prior to the Transition Date, the Declarant may select which positions shall be subject to designation by Declarant and which positions shall be filled by election as provided herein. Subject to Declarant's right to designate set forth herein, at the expiration of the initial term of office of each respective Director, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. The Directors shall hold office until their respective successors have been elected and hold their first meeting.

5. **Organization Meeting.** The first meeting of the members of the Board of Directors following the annual meeting of the Association shall be held immediately after, and at the same place as, such annual meeting, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

6. **Regular Meetings.** Regular meetings of the Board of Directors may be held without call or notice at such time and place as shall be determined, from time to time, by a majority of the Directors, provided that notice of the first regular meeting following any such determination shall be given to Directors not present when such determination is made. At least two such meetings shall be held during each twelve month period after the annual meeting of the Association.

7. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each Director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of a least two Directors.

8. **Waiver of Notice.** Before or within ten (10) days after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

9. **Quorum for Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum of the Board of Directors. Each Person so elected shall be a Director for the remainder of the term of the Director so replaced; provided, however, that a vacancy in the position held by a Director designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

11. **Removal of Directors.** A Director may be removed without cause, and his or her successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes present and voting. Any Director whose removal has been proposed by the Owners shall be given at least ten days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no Person selected and designated by the Declarant as a member of the Board of Directors may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his or her successor.

12. **Compensation.** No Director shall receive any compensation from the Association for acting as such, but may be compensated for travel, meals and other out-of-pocket expenses incurred in the performance of their duties.

13. **Conduct of Meetings.** The President, or, in his or her absence, a president pro tem elected by the Board of Directors, shall preside over all meetings of the Board of Directors and the Secretary shall keep minutes of the meetings of the Board of Directors recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the record book of the Association.

14. **Report of Board of Directors.** The Board of Directors shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. **Fidelity Bonds.** The Board of Directors may require that all Directors, officers, agents (including the Manager) employees and volunteers of the Association handling or responsible for handling funds belonging to, or administered by, the Association, furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The amount of such bonds shall equal or exceed the funds in the custody of the Association, but in no event shall the amount of the bonds be less than the total of three months' assessment against all Units plus reserve funds.

16. **Dispensing with Vote.** Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such

written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

17. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith or actions which are contrary to the provisions of the Declaration or of these Bylaws. The Owners shall indemnify and hold harmless each of the Directors from and against (i) all contract or negligence liability to others arising out of contracts made by, and action taken or omitted by, the Board of Directors on behalf of the Owners unless any such contract or action shall have been made, taken or omitted in bad faith, due to willful misconduct or contrary to the provisions of the Declaration or of these Bylaws, and (ii) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by such Director in connection with any threatened, pending or completed action, suit or proceeding unless he or she acted in bad faith or was guilty of willful misconduct or acted contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability (except as Owners) with respect to any contract made or action taken or omitted by them on behalf of the Owners, unless made, taken or omitted in bad faith, due to willful misconduct or contrary to such provisions. It is also intended that, except with respect to Directors guilty of willful misconduct or bad faith or of actions which are contrary to the provisions of the Declaration or these Bylaws, each Owner's share of the total liability arising out of any contract, action or omission made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of such total liability as his or her Undivided Percentage Interest bears to the Undivided Percentage Interests of all of the Owners. Every written agreement made by the Board of Directors or by the Manager on behalf of the Owners shall, if obtainable, provide that the members of the Board of Directors or the Manager, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her Undivided Percentage Interest bears to the Undivided Percentage Interests of all Owners.

#### **ARTICLE IV OFFICERS**

1. **Designation.** The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board of Directors. The offices of Treasurer and Secretary may be held by the same Person.

2. **Election of Officers.** The officers of the Association shall be elected initially by the Board of Directors at a Special Meeting held on or near the date on which the Declaration is recorded at the Registry of Deeds. Thereafter, the officers shall be elected annually by the Board of Directors at its meeting held immediately following the annual meeting of the Association, and such officers shall hold office at the pleasure of the Board of Directors. Any vacancy in an

office shall be filled by the Board of Directors at a regular meeting or special meeting called for such purpose.

3. **Removal of Officers.** The officers shall hold office until their respective successors are chosen and accept their offices. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors, and his or her successor may be elected at any meeting of the Board of Directors.

4. **President.** The President shall be the chief executive officer. He, or his or her designate, if present, shall preside at meetings of the Association and the Board of Directors, and shall be an ex officio member of all committees. He or she shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have all of the general powers and duties which are usually vested in or incident to the office of the president of a business corporation organized under the laws of the State of New Hampshire.

5. **Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Association, shall record the minutes of all proceedings in the record book of the Association and shall perform like duties for committees when required. He or she shall keep the record book current and in his or her custody. He or she shall give, or cause to be given, notice of all meetings of the Association, special meetings of the Board of Directors and meetings of the committees and shall perform such other duties as may be prescribed by the Board of Directors or President. The Secretary shall compile and keep current at the principal office of the Association: (i) a complete list of the Owners and their last known post office address; (ii) a complete list of names and addresses of Unit mortgagees, together with conformed copies of mortgages; and (iii) copies of the Condominium Instruments. These lists and Condominium Instruments shall be open to inspection by all Owners and other Persons lawfully entitled to inspect the same at reasonable hours during regular business days.

6. **Treasurer.** The Treasurer shall have the custody of all funds and securities that are not under the control of the Directors or Manager, and with the assistance of the Directors or Manager, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all money and other valuable effects in such depositories as may be designated by the Board of Directors. Such records shall include, without limitation, chronological listings of all assessments and Common Expenses on account of the Common Area and each Unit, and the amounts paid and the amounts due on such assessments by each Owner. He or she shall disburse funds as ordered by the Board of Directors, where possible taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his or her transactions as Treasurer and of the financial condition of the Association. Owners shall have the right to examine the books of the Association at reasonable times and places.

7. **Agreements, Contracts, Deeds, Checks, and Other Instruments.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations shall be executed by an officer of the Association, or by such other

natural person or persons as may be designated by the Board of Directors.

8. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as officer, unless voted by the Owners at an annual or special meeting. Officers may be reimbursed for travel, meals and out-of-pocket expenses incurred in the performance of their duties.

## ARTICLE V OPERATION OF THE PROPERTY

### 1. **Determination of Common Expenses and Assessments Against Owners.**

(a) **Fiscal Year.** The fiscal year of the Association shall consist of a twelve month period established by the Board of Directors, except that the first fiscal year shall begin at the date of organization and terminate on the next-succeeding day which is the final day of the fiscal year established by the Board of Directors. The fiscal year herein established shall be subject to change by the Board of Directors should the Board of Directors in its sole discretion deem such change to be in the best interest of the Association.

(b) **Preparation and Approval of Budget.** Each year the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary during the ensuing fiscal year for the cost of maintenance, management, repair and replacement of the Common Area and any parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, including the cost of compensation, materials, insurance premiums, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Declaration, these Bylaws or the Association. Such budget shall include separate subsections for the following expenses: (i) the maintenance, repair and replacement of the portion of the Common Area described in Section 3(e)(i) of the Declaration (entitled "General Description"), excluding only (aa) those expenses associated with amenities constructed on the Land for the use and benefit of Residential Unit Owners which are more particularly described and defined below as Residential Limited Common Area and Amenities Expenses, (bb) the Residential Unit Common Expenses as defined below, and (cc) the Commercial Unit Common Expenses as defined below (said subsection of the Budget shall be referred to in these Bylaws as the "**Universal Common Area Expenses**"); (ii) the maintenance, repair and replacement of the portion of the Common Area described in Section 3(e)(ii) of the Declaration (entitled "Limited Common Area"), including the Owner's Clubhouse and the ski lockers located within the Owner's Clubhouse, plus those expenses associated with amenities constructed on the Land for the use and benefit of Residential Unit Owners, including without limitation, the swimming pool(s), lounge area(s), athletic facilities, and other resort-type amenities constructed on the Land for the use and benefit of the Residential Unit Owners (said subsection of the Budget shall be referred to in these Bylaws as the "**Residential Limited Common Area and Amenities Expenses**"); (iii) the maintenance, repair and replacement of the Residential Units described in Article V, Section 6(b) of these Bylaws (said subsection of the Budget shall be referred to in these Bylaws as the "**Residential Unit Common Expenses**"); (iv) the maintenance, repair and replacement of the Commercial Units

described in Section 6(c) of this Article V (said subsection of the Budget shall be referred to in these Bylaws as the “**Commercial Unit Common Expenses**”), and (v) those expenses associated with the maintenance, repair and replacement of Limited Common Area that is dedicated to the exclusive use of an appurtenant Residential Unit or Commercial Unit, broken out on a Unit-by-Unit basis, so that such expenses may be specially allocated to the owner of the Unit receiving the exclusive benefit of such Limited Common Area (the “**Dedicated Limited Common Area Expenses**”). Such budget shall also include such reasonable reserves as the Board of Directors of Directors considers necessary to provide a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall make reasonable efforts to send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least fifteen days in advance of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner’s assessment for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses.

(i) The Universal Common Area Expenses shall be assessed against each Residential and Commercial Unit Owner based on such Unit Owner’s Undivided Percentage Interest and shall be a lien against each Owner’s interest in a Unit in accordance with the Condominium Act.

(ii) Notwithstanding any other provisions of these Bylaws, no Commercial Unit Owner will be assessed for any portion of the Residential Limited Common Area and Amenities Expenses or any portion of the Residential Unit Common Expenses (collectively, the “**Residential Expenses**”), and the portion of said Residential Expenses that would otherwise be allocable to the Commercial Unit Owners shall be re-allocated to the Residential Unit Owners on a pro-rata basis, determined by dividing a Residential Unit Owner’s Undivided Percentage Interest by the aggregate of the Undivided Percentage Interests held by all Residential Unit Owners as a separate group, and shall be a lien against each Residential Unit Owner’s interest in their Residential Unit in accordance with the Condominium Act.

(iii) Notwithstanding any other provisions of these Bylaws, no Residential Unit Owner will be assessed for any portion of the Commercial Unit Common Expenses, and the portion of said Commercial Unit Common Expenses that would otherwise be allocable to the Residential Unit Owners shall be re-allocated to the Commercial Unit Owners on a pro-rata basis, determined by dividing a Commercial Unit Owner’s Undivided Percentage Interest by the aggregate of the Undivided Percentage Interests held by all Commercial Unit Owners as a separate group, and shall be a lien against each Commercial Unit Owner’s interest in their Commercial Unit in accordance with the Condominium Act.

(iv) Notwithstanding any other provisions of these Bylaws, the Dedicated Limited Common Area Expenses will be specially assessed, on a Unit-by-Unit basis, against the Unit (Residential or Commercial) exclusively benefitted by the Limited Common Area to which such Dedicated Limited Common Area Expense relates, and shall be a lien against

the Owner's interest in the Unit in accordance with the Condominium Act.

(v) Except as expressly set forth in the foregoing subsections (i), (ii), (iii) and (iv) of this Section 1(c), the total amount of the estimated funds set forth in the budget for the fiscal year adopted by the Board of Directors shall be assessed against each Owner based on the Undivided Percentage Interest as determined in accordance with the Declaration and the foregoing provisions of these Bylaws, and shall be a lien against each Owner's interest in a Unit in accordance with the Condominium Act. Such assessments (including the assessments made under subsections (i), (ii), (iii), and (iv) of this Section 1(c)) shall then be payable in installments pursuant to a schedule determined by the Board of Directors for each fiscal year. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an accounting consisting of an itemized income and expense statement for the fiscal year just ended.

(vi) Any amount accumulated in excess of actual expenses and budgeted reserves shall, in the discretion of the Board of Directors, either be rebated to the Owners, as calculated in accordance with the requirements of the foregoing subsections (i), (ii), (iii), and (iv) of these Bylaws Article V Section 1(c), by crediting same to the next successive installments due from Owners under the then current fiscal year's budget, until exhausted, or shall be added to reserves. Any net shortage shall, if the Board of Directors deems it advisable, be added to the installments due in the succeeding six (6) months after the rendering of the accounting, as calculated in accordance with the requirements of the foregoing subsections (i), (ii), (iii), and (iv) of these Bylaws Article V Section 1(c).

(d) Reserves. The Board of Directors shall establish and maintain both an adequate operating reserve and an adequate reserve for contingencies and replacements of the Common Area, which shall be funded by regular monthly payments, as provided hereinabove. At the end of each fiscal year, all funds accumulated during such year for reserves for contingencies and replacement of Common Area shall be placed in a separate bank account, segregated from the general operating funds, and used only for such purposes. If, for any reason, including nonpayment of any Owner's assessment, the reserves are inadequate, the Board of Directors may at any time levy a further assessment, which shall be calculated and assessed in accordance with the requirements of subsections (i), (ii), (iii), (iv), and (v) of these Bylaws Article V, Section 1(c), and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the date of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount or, if the additional assessment is not payable in installments, the amount of such assessments.

(e) Initial Assessment. When the members of the first Board of Directors take office, it shall determine the budget, as defined in this Section, for the period commencing upon the recordation of the Declaration at the Registry of Deeds and ending on the last day of the

fiscal year in which their election occurs. Assessments shall be levied against the Owners during said period as provided in subsection (c) of this Section.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release of an Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment in the then-existing schedule of installments established for the previous fiscal period until ten (10) days after a statement has been mailed or delivered showing the monthly payment which is due under the new annual or adjusted budget.

(g) Rental Program. Because the Condominium is an integrated multi-purpose facility that requires the Manager to be in charge of access, use of the Units and the Common Area, housekeeping services and maintenance and repair, no Owner shall be permitted to rent a Unit without the approval of the Manager. The Manager under the direction of the Board of Directors will establish a rental program for the Condominium and Owners may elect to participate in the program. The Manager may rent a Unit as part of its overall marketing of the multi-purpose facility and shall credit the Owner's account with any net income received from the rental of the Unit after deduction of expenses and a reasonable management fee, as provided in the program details. Since the rental program is the equivalent of a hotel operation, all rentals of Units shall be handled by the Manager to meet uniform and consistent standards of service unless otherwise agreed by the Manager.

2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Owner may exempt himself from liability for his or her contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his or her interest in a Unit. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her interest in a Unit after a sale, transfer or other conveyance by him or her of such interest in the Unit. A Person acquiring an interest in a Unit shall be jointly and severally liable with the transferring Owner for all unpaid assessments against the latter for Common Expenses up to the time of the conveyance, without prejudice to the acquiring Owner's right to recover from the transferring Owner the amounts paid by the acquirer therefor, subject, however, to the provisions of Section 3 of this Article V relative to recordable statements of unpaid assessments.

3. Recordable Statement of Unpaid Assessment. Any such acquiring Owner or transferring Owner shall be entitled to a recordable statement of the Board of Directors or the Manager within ten days from receipt of such a request by the Board of Directors or Manager setting forth the amount of the unpaid assessments against the transferring Owner. Such acquiring Owner shall not be liable for, nor shall the interest in the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Payment of a fee not exceeding the maximum allowable under the Condominium Act may be required as a prerequisite for issuance of such a statement.

4. **Collection of Assessments.** The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

5. **Uncollectible Assessments.** Any assessments which are not collectible due to a waiver or limitation imposed by the provisions of Section 3 above shall be collectible from all Owners in proportion to their respective votes in the Association.

6. **Maintenance and Repair.**

(a) **Common Area.** Except as otherwise provided in Section 6(b) below, the Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, or of a Person gaining access with said Owner's actual or implied consent, in which case such expense shall be charged to such Owner) of all of the Common Area, whether presently existing or hereafter constructed, the cost of which shall be charged to all Owners as a Common Expense in accordance with the requirements of subsections (i), (ii), (iii), and (iv) of these Bylaws, Article V, Section 1(c).

(b) **Residential Units.** The Board of Directors shall be responsible for the maintenance, repair and replacement, at the expense of the Owner or Owners of each Residential Unit (but excluding Residential Unit A located on the First Floor, if and to the extent that said Residential Unit A is now or hereafter dedicated to commercial use (or a portion thereof is subdivided for commercial use) in which case said Residential Unit A (or any portion subdivided therefrom for commercial use) shall be considered to be a Commercial Unit)), including but not limited to, any interior walls, finished interior surface of perimeter walls, ceiling and floors, window glass, skylights, glass vents of the Residential Unit, entrance doors and window frames (to the unfinished exterior surface thereof), any sliding or fixed glass doors or windows, kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within the Residential Unit and serve no other. The Board of Directors shall be responsible for performing the normal maintenance, excluding painting, for any Limited Common Area which is appurtenant to the Residential Unit and dedicated to the exclusive benefit of such Residential Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at the Owner's or Owners' own expense, all repairs thereto beyond normal maintenance, caused or necessitated by an Owner's negligence, misuse or neglect. Repairs to such dedicated, appurtenant Limited Common Area, such as painting, which are beyond normal maintenance and which are not caused or necessitated by the negligence, misuse or neglect of any individual Owner, shall be the responsibility of the Board of Directors, and specially assessed against the Owner as a Dedicated Limited Common Area Expense in accordance with the requirements of subsections (i), (ii), (iii), (iv), and (v) of Article V, Section 1(c) of these Bylaws. Each Owner shall keep the interior of his or her Residential Unit and its equipment and appurtenances in good order and condition. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible.

(c) Commercial Units. Each Owner of a Commercial Unit and of Residential Unit A located on the First Floor, if and to the extent that said Residential Unit A is now or hereafter dedicated to commercial use (or a portion thereof is subdivided for commercial use) in which case said Residential Unit A (or any portion subdivided therefrom for commercial use) shall be considered to be a Commercial Unit, shall be responsible for the maintenance, repair and replacement, at the expense of the Owner, including but not limited to, any interior walls, finished interior surface of perimeter walls, ceiling and floors, window glass, skylights, glass vents of the Commercial Unit, entrance doors and window frames (to the unfinished exterior surface thereof), any sliding or fixed glass doors or windows, kitchen and bathroom fixtures and appliances, and those parts of the heating and air conditioning, plumbing and electrical systems which are wholly contained within the Commercial Unit and serve no other. Owners who fall into this Section 6(c) shall be responsible for performing the normal maintenance, excluding painting, for any Limited Common Area which is appurtenant to the Commercial Unit and dedicated to the exclusive benefit of such Commercial Unit, including keeping it in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall make, at the Owner's own expense, all repairs thereto beyond normal maintenance, caused or necessitated by an Owner's negligence, misuse or neglect. Repairs to such dedicated, appurtenant Limited Common Area, such as painting, which are beyond normal maintenance and which are not caused or necessitated by the negligence, misuse or neglect of any individual Owner, shall be the responsibility of the Board of Directors, and specially assessed against the Owner as a Dedicated Limited Common Area Expense in accordance with the requirements of subsections (i), (ii), (iii), (iv), and (v) of these Bylaws, Article V, Section 1(c).

Each Owner shall keep the interior of the Unit and its equipment and appurtenances in good order and condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit and shall maintain sufficient heat within the Commercial Unit at all times to prevent damage from freezing to all pipes or plumbing within the Commercial Unit. In addition, each Owner shall be responsible for all damage to any and all other Units or to the Common Area resulting from the Owner's failure to make any of the repairs required to be made by the Owner by this Section and from the Owner's failure to provide sufficient heat as required by this Section. Each Owner shall perform these responsibilities in such manner as shall not unreasonably disturb or interfere with the other Owners. Each Owner shall promptly report to the Board of Directors, or the Manager, any defects or need for repairs for which the Board of Directors is responsible. All maintenance, repairs and replacements shall be substantially similar to the original construction and installation, and shall be of first class quality. The method of approving payment vouchers for all repairs and replacement shall be determined by the Board of Directors.

7. Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require additions, alterations or improvements costing in excess of \$50,000 during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess the Owners, in accordance with the requirements of

subsections (i), (ii), (iii), (iv) and (v) of Section 1(c), for the cost thereof. Any additions, alterations or improvements costing \$50,000 or less during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute part of the Common Expenses and assessed against the Owners in accordance with the requirements of subsections (i), (ii), (iii), (iv) and (v) of Section 1(c). The Board of Directors may, if it deems it appropriate, borrow funds for these purposes and encumber the Common Area to secure such borrowing. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board of Directors, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of a limited number of Owners requesting the same, such requesting Owners shall be assessed therefor in accordance with the requirements of subsections (i), (ii), (iii), (iv) and (v) of Section 1(c).

**8. Additions; Alterations or Improvements by Owners.** No Owner shall make any structural addition, alteration or improvement in or to his or her Unit or Limited Common Area appurtenant to his or her Unit without the prior written consent thereto of the Board of Directors. No Owner shall paint, decorate or otherwise change the internal or external appearance of his or her Unit or Limited Common Area, including the doors and windows, without the prior written consent thereto of the Board of Directors. The Board of Directors shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such internal or external change within 60 days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration, improvement or change. If any application to any governmental authority for permit to make any such structural addition, alteration or improvement in or to any Unit or Limited Common Area requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors, or any of them to anyone on account of such addition, alteration or improvement.

**9. Restrictions on Use of Units.** To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Absent consent of the Board of Directors, none of the following enumerated prohibitions shall be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

(a) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is an unreasonable source of annoyance to its residents or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Without limiting the foregoing, no Owner, tenant, occupant or their guests shall play music or otherwise create noise in the Common Areas or Limited Common Area, which disturbs any other Owner, tenant or occupant.

(b) Nothing shall be done in any Unit or in, on, or to the Common Area which

may impair the structural integrity of the Property, or which would structurally change a building or improvements thereon except as provided in the Declaration or these Bylaws.

(c) No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon.

(d) In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board of Directors.

(e) Owners shall not be entitled to maintain more than one automobile, including not more than one truck, within the Condominium at one time without the permission of the Manager. No minibikes or golf carts shall be operated within the Condominium.

(f) No Unit shall be occupied by Persons in excess of legally permitted limits.

**10. Right of Access.** A right of access shall exist to each Unit in favor of the Board of Directors or the Manager, or any other Person authorized by the Board of Directors for the purpose of making inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or Common Area, or for the purpose of performing installation, alterations or repairs to the mechanical or utility services or other Common Area, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

**11. Rules.** Rules concerning the operation and use of the Common Area promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws and Rules. Copies of the Rules shall be furnished by the Board of Directors to each Owner before the same shall become effective. A vote of the majority of Owners present in Person or by proxy at a meeting of the Association may overrule and declare void any Rule or Regulation adopted by the Board of Directors, provided that notice of the proposal to overrule shall be included in the notice of such meeting.

## ARTICLE VI INSURANCE

**1. Insurance Required.** Pursuant to Section 43 of the Condominium Act, the Board of Directors shall obtain (i) a master casualty policy affording fire and extended coverage in an amount equal to the full replacement value of the structures within the Condominium; (ii) a master liability policy covering the Association, the Board of Directors, the Manager and agents or employees of the foregoing with respect to the Condominium, and all Owners and other Persons entitled to occupy any portion of the Condominium (nothing herein shall be deemed to require that the Board of Directors obtain what is commonly known as "officers' and directors'

liability" insurance coverage); and (iii) such other policies as specified herein below, which insurance shall be governed by the following provisions to the extent obtainable or possible.

(a) Fire insurance with standard extended coverage endorsement, vandalism and malicious mischief endorsements insuring all the buildings in the Condominium including, without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, ceiling and floor surfaces including any wall to wall floor coverings, bathroom and kitchen cabinets and fixtures, including appliances which are affixed to the buildings, and heating and lighting fixtures. Except for improvements made by individual Owners which are not reported to the insurer, such insurance to be in an amount at least equal to the replacement value of the buildings and to be payable to the Board of Directors as trustee for the Owners and their mortgagees as their respective interests may appear.

(b) Public liability insurance in such amounts as the Board of Directors may from time to time determine, but in no event shall the limits of liability be less than \$1,000,000 for bodily injury and property damage per occurrence, insuring the Association and all individuals referred to in Section 1 above, against any liability to anyone, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. This insurance, however, shall not insure against individual liability for negligence occurring within a Unit.

(c) Workmen's compensation insurance as required by law.

(d) Such other insurance as the Board of Directors may determine.

## **2. General Insurance Provisions.**

(a) The Board of Directors shall deal with the insurer or insurance agent to adjust all claims covered by insurance policies provided for under Section 1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy provided for under Section 1 (a) above (prior to the expiration date set forth in any agreed amount endorsements contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board of Directors shall make every effort to see that all policies of physical damage insurance provided for under Article VI, Section 1 above (i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board of Directors, Owners and guests, tenants, licensees and employees and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud, (ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control", (iii) shall contain a waiver of defense of invalidity or prejudice by failure of the insured, or Owners collectively, to

comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or Owners collectively, have no control, (iv) shall provide that such policies may not be cancelled, jeopardized or substantially modified without at least 30 days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium, (v) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees and (vi) shall exclude policies obtained by individual Owners from consideration under any "no other insurance" clause.

### 3. Individual Policies.

(a) Any Owner and any mortgagee may obtain at his or her own expense additional insurance (including, without limitation, a "condominium Unit-owner's endorsement") for improvements and betterments to a Unit made or acquired at the expense of the Owner and not covered under the master casualty policy referred to in Article VI, Section 1 (a) above. Such insurance should contain the same waiver of subrogation provision as that set forth in Section 2(b) of this Article VI. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board of Directors pursuant to Section 1(a) above, and each Owner hereby assigns to the Board of Directors, as trustee for the Owners and their mortgagees, the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) It is recommended that each Owner obtain at his or her own expense, in addition to the insurance obtained by the Board of Directors, a "Tenant's Homeowners Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of his or her Unit or Limited Common Area, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Any such insurance should cover any loss, injury or damage to Persons or to floor coverings, appliances and other personal property, not covered in the master policy, and all improvements to his or her Unit which are not reported to the Board of Directors.

(c) In addition to the other requirements of law or imposed by the Declaration or these Bylaws, each Owner of a Commercial Unit, prior to commencement of construction of improvements to the Owner's Unit, shall, for insurance purposes, notify the Board of Directors of all proposed improvements to the Owner's Unit (except personal property other than fixtures) and upon receipt of such notice, the Board of Directors shall notify the insurer under any policy obtained pursuant to Section 1 (a) hereof, of any such improvements.

4. Notice to Unit Owners. Excepting such policies as are obtained on behalf of the Association prior to the conveyance of the first Unit in the Condominium, when any policy of insurance has been obtained on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or in such initial policies, or termination thereof shall be promptly furnished to each Owner by the Secretary of the Association. Such notice shall

be sent to all Owners of record at the address of their respective Units and to such other addresses as any of them may have designated to the Secretary, or such notice may be hand-delivered by the Secretary or Manager.

**ARTICLE VII  
REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY**

1. **When Repair and Reconstruction are Required.** Subject to the provisions of Paragraph 3(i) of the Declaration, in the event of damage to or destruction of all or part of the buildings in the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged or destroyed portion of the buildings. Notwithstanding the foregoing, each Owner of a whole Ownership Interest in a Unit shall have the right to supervise the redecorating work in his or her own Unit.

2. **Procedure for Reconstruction and Repair.**

(a) Immediately after a fire or other casualty causing damage or destruction to any part of the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the damage to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary. The Board of Directors shall contract for such repair and restoration and in doing so shall exercise its sole discretion in selecting from among said estimates.

(b) If the proceeds of insurance, paid to the Board of Directors as trustee for the Owners and their mortgagees pursuant to Sections 1 (a) and 3(a) of Article VI hereof, are not sufficient to defray the said costs of reconstruction and repair, or the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners in proportion to their respective votes in the Association. If all or any portion of such assessments are not available to the Board of Directors prior to the time that the amounts thereof are needed to provide payment of such costs, the Board of Directors may borrow such amounts, on behalf of the Association, and may secure such borrowing by assignment of the liens relative thereto arising pursuant to Section 2 of Article XII of these Bylaws.

(c) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the building was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with original plans and specifications under which the damaged building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building (as reconstructed) shall stand.

**3. Disbursements of Construction Funds.**

(a) The net proceeds of insurance collected on account of a casualty and any additional amounts collected by the Board of Directors from assessments against Owners on account of such casualty (or borrowed by the Board of Directors as provided in Article VII, Section 2(b) above) shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair by the Board of Directors.

(b) The construction fund shall be paid by the Board of Directors in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the building as are designated by the Board of Directors.

(c) It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all of the cost of the reconstruction and repair for which the fund is established, such balance shall first be applied to any borrowing pursuant to Article VII, Section 2(b) above, and the remainder, if any, shall be distributed to the Owners to repay them for assessments, if any, pursuant to said Article VII, Section 2(b). Otherwise, any remainder shall be added to the reserve for contingencies and replacements of Common Area.

(d) When the damage is to both Common Area and Units, the insurance proceeds shall, to the extent practical, be applied first to the cost of repairing the Common Area and the balance to the cost of repairing the Units.

**ARTICLE VIII  
SALES, LEASES, AND ALIENATION OF UNITS**

**1. No Severance of Ownership.** No Owner shall execute any deed, lease, mortgage, or instrument conveying or mortgaging the title to his or her interest in a Unit without including therein the Percentage Interest of such Unit in the Common Area, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect such title or one or more of such interests, without including all thereof, shall be deemed and taken to include the title or interests so omitted, even though the latter shall not be expressly mentioned or described therein. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Condominium Act, the Percentage Interest in the Common Area allocated to any interest in a Unit shall not be altered, and any purported transfer, encumbrance, or other disposition of Percentage Interest without the Unit to which it appertains shall be void.

**2. Payment of Assessments.** No Owner shall be permitted to convey, mortgage, sell, lease, give, or devise his or her interest in Unit unless and until he or she (or his or her personal representative) shall have paid in full to the Board of Directors all unpaid Common Expenses theretofore assessed by the Board of Directors with respect to his or her interest in Unit, and shall have satisfied all unpaid liens with respect to his or her interest in the Unit, except

liens of mortgage. Where this provision is satisfied at the time of execution of a mortgage, there shall be no requirement that it again be satisfied at the time of a subsequent foreclosure of such mortgage, or deed in lieu of such foreclosure. In the event that an interest in a Unit is subject to outstanding assessment previously levied against such interest in a Unit, and the acquiring Owner or the transferring Owner requests a recordable statement of unpaid assessments pursuant to Section 3 of Article V and RSA 356-B:58, the statement shall expressly state any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such interest in the Unit, in any case where such waiver, failure or refusal may exist. Failure or refusal to furnish such a statement as provided in said Section 3 shall make the above-mentioned prohibition inapplicable to any such disposition of the interest in the Unit. Prior to the contract date for disposition, a prospective acquiring Owner shall also be entitled to obtain from the Association the following items described under RSA 356-B:58(b) through (i) comprising: a statement of any capital expenditures and major maintenance expenditures anticipated by the unit owners' association within the current or succeeding 2 fiscal years; a statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the board of directors; a copy of the income statement and balance sheet of the unit owners' association for the last fiscal year for which such statement is available; a statement of the status of any pending suits or judgments in which the Association is a party defendant; a statement setting forth what insurance coverage is provided for all unit owners by the Association and what additional insurance coverage would normally be secured by each individual unit owner; a statement that any improvements or alterations made to the unit, or the limited common areas assigned thereto, by the prior unit owner are not known to be in violation of the Condominium instruments; a copy of the condominium declaration, by-laws, and any formal rules of the Association; and a statement of the amount of monthly and annual fees, and any special assessments made within the last three (3) years. The foregoing statements shall be furnished by the principal officer of the unit owners' association, or such other officer or officers as the condominium instruments may specify, within 10 days of the receipt of such request.

## ARTICLE IX AMENDMENT TO BYLAWS

1. **Amendments.** Except as otherwise provided in the Condominium Act, the Declaration and herein, these Bylaws may be modified or amended by the procedure, and subject to the limitations, set forth in Article VI of the Declaration; provided, however, that (a) Section 4 of Article II hereof, and Section 3 of Article III hereof, insofar as they relate to the selection of members of the Board of Directors by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c) this Section 1 of Article IX, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the Bylaws or Rules may be adopted which could interfere with the construction, display, sale, lease or other disposition of such Unit or Units.

## ARTICLE X MORTGAGES

1. **Notice of Mortgage.** Each Owner shall give notice to the Secretary of the name and address of any holders of mortgage interests on an interest in a Unit and shall furnish a conformed copy of each mortgage. Each such Owner shall also furnish to the Secretary a copy of the discharge of any such mortgage at the time it is recorded.

2. **Notice of Default.** The Board of Directors shall give written notice to an Owner of any default by the Owner in the performance of any obligations under the Act, Declaration or Bylaws. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these Bylaws except after ten days written notice to the holder of the first mortgage on an interest in a Unit which is the subject matter of such suit or proceeding, provided that the Board of Directors has been given notice of such mortgage as required by Paragraph 1 of this Article.

## ARTICLE XI NOTICE

1. **Manner of Notice.** Except as otherwise provided in the Declaration and these Bylaws, all notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, (i) if to an Owner, at the address of his or her Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Association or this Board of Directors, at the Condominium or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the Person or Persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Condominium Act.

**ARTICLE XII  
COMPLIANCE AND DEFAULT**

1. **Relief.** Each Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, and the Rules, and any amendments of the same. A default by an Owner shall entitle the Association acting through the Board of Directors, to the following relief:

(a) **Legal Proceedings.** Failure to comply with any of the terms of the Declaration, these Bylaws, and the Rules shall be grounds for relief which may include without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, and other relief provided for in these Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, by the Board of Directors, or, if appropriate, by any aggrieved Owner.

(b) **Additional Liability.** Each Owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his or her acts, neglect or carelessness or the act, neglect or carelessness of any of his or her tenants, guests, employees, agents or invitees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company of its rights of subrogation.

(c) **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

(d) **No Waiver of Rights.** The failure of the Association, the Board of Directors, or of an Owner to enforce any right, provision, covenant, or condition which may be granted by the Declaration, these Bylaws or the Rules shall not constitute a waiver of the right of the Association, the Board of Directors, or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules shall be deemed to be cumulative and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the Rules, or at law or in equity.

(e) **Interest and Other Charges.** In the event of a default by any Owner against him or her which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest in the amounts due at the highest rate permitted by law, or at two percent (2%) per month, whichever is less, from the due date thereof. In addition, the Board of Directors shall have the authority to (i) impose a late payment charge on such defaulting Owners

of \$20, or six cents per dollar on any amount so overdue, whichever is greater, and (ii) assess any reasonable amounts charged by a collection agency.

(f) **Abatement and Enjoinment of Violations by Board of Directors.** The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof or of the Declaration, and the Board of Directors or Manager shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; (c) to suspend or limit the right of the Owner committing the violation to use any part of the Common Area during the continuance of such violation.

**2. Lien for Assessments.**

(a) The total annual assessment of each Owner for the Common Expenses or any special assessment levied pursuant to these Bylaws is hereby declared to be a lien levied against his or her interest in the Unit as provided in the Condominium Act, (including without limitation the priority provisions set forth in Section 46 thereof) which lien shall be effective when perfected in accordance with said Act.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for ten (10) days after written notice of such default has been sent or delivered to the Owner, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. The Association, in order to perfect such lien shall file before the expiration of six months from the time that the delinquent assessment (or installment, where such assessment is payable in installments) became due and payable, a memorandum in the Registry of Deeds in form and manner prescribed in said Act.

(c) The lien for assessments shall include interest, late charge, costs and attorney's fees as provided in Section 1 of this Article XII and may be foreclosed in the manner provided by the laws of the State of New Hampshire for the foreclosure of power of sale mortgages or by suit brought in the name of the Board of Directors, acting on behalf of the Association. During the pendency of such proceedings or suit the Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale.

(d) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be

available without bringing suit to recover a money judgment.

**ARTICLE XIII**  
**COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. **Compliance.** These Bylaws are set forth in compliance with the requirements of the Condominium Act.
2. **Severability.** If any provision of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
3. **Waiver.** No provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same (except where a right is dependent upon notice to be given within a specified period), irrespective of the number of violations or breaches which may occur.
4. **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

# Exhibit 14

## EXHIBIT 14

### List of Recorded Instruments Affecting Title to RiverWalk at Loon Mountain, A Condominium and Summary of Terms

(As of 2.7.25)

Copies of the following recorded instruments may be obtained from the RiverWalk at Loon Mountain's sales agent, InnSeason Management, Inc., or from the Declarant, RiverWalk at Loon Mountain, LLC. All of the following recorded instruments are recorded in the Grafton County Registry of Deeds.

1. Quitclaim Deed from the Parker-Young Company to the Town of Lincoln, dated April 20, 1928 recorded at Book 641, Page 142 grants rights of way to facilitate water connections and reserves rights of others to draw water on the premises.
2. Quitclaim Deed from the Parker-Young Company to the Town of Lincoln, dated March 8, 1928 recorded at Book 738, Page 275 conveys sewer infrastructure to town with easement to maintain the same.
3. Deed from Parker-Young Company to Marcalus Manufacturing Company Inc., dated October 9, 1946 recorded at Book 742, Page 431 grants water, sewer, utility and timber rights to others.
4. Quitclaim Deed from Franconia Paper Corporation to the Town of Lincoln dated September 21, 1966 recorded at Book 1052, Page 279 grants a right of way to the town.
5. Sewer Easement from Franconia Paper to the Town of Lincoln dated December 20, 1967 recorded at Book 1066, Page 103 grants rights of access and water/sewer connections to town.
6. Sewer Easement from Franconia Paper Corporation to the Town of Lincoln dated October 14, 1969 recorded at Book 1101, Page 190 grants rights of access and water/sewer connections to town.
7. Quitclaim Deed from Franconia Paper Corporation to NH Electric Cooperative Inc., dated June 18, 1971 recorded at Book 1144, Page 51 grants to utility right to maintain utility services.
8. Quitclaim Deed from Green Acre Woodlands Inc. (formerly named Franconia Paper Corporation) to Franconia Manufacturing Corporation, dated June 22, 1971 recorded at Book 1144, Page 114 affirms previously granted rights of access and water/sewer easements and previously reserved rights of access over property conveyed to others. Imposes electric utility easements and possible flood control easements and dam maintenance obligations.

9. Easement and Release from Cycle-All Pulp Corporation to Penatock Corporation dated August 19, 1974 recorded at Book 1231, Page 87 grants sewer & access easement to others and releases possible liability associated with sewer construction.
10. Right of Easement from New England Pulp Paper to NH Electric Cooperative Inc. and the New England Telephone and Telegraph Company dated November 5, 1976 recorded at Book 1296, Page 700 grants utility easements and access to utility.
11. Right of Easement from Lincoln Mill Associates to NH Electronic Cooperative Inc. and New England Telephone and Telegraph Company, dated November 15, 1984 recorded at Book 1536, Page 468 grants utility easements and access to utility.
12. Warranty Deed from Franconia Investment Associates to Lincoln Mill Associates, dated December 11, 1984 recorded at Book 1528, Page 599 affirms pre-existing access, utility, water and sewer easements and associated rights of way of others and possible flood control and dam maintenance obligations.
13. Warranty Deed from Franconia Investment Associates to Millfront Associates, dated July 2, 1985 recorded at Book 1549, Page 740 grants rights of access and water/sewer connections to others and reserves rights of access over property conveyed to others. Affirms electric utility easements benefitting others and possible flood control and dam maintenance obligations.
14. Warranty Deed from Franconia Investment Associates to Lincoln Inn Associates dated September 3, 1985 recorded at Book 1568, Page 714 affirms rights of access and water/sewer connection easements benefitting others and reserves rights of access over property conveyed to others. Affirms electric utility easements and possible flood control and dam maintenance obligations.
15. Warranty Deed from Franconia Investment Associates to CMB Construction Company, dated September 4, 1986 recorded at Book 1621, Page 144 reserving the right to construct and operate a monorail, chairlift, gondola, aerial tramway, railway, or other "people mover" across the premises described in Exhibit A.
16. Warranty Deed from Lincoln Inn Associates to CMB Construction Company, Inc. dated September 4, 1986 recorded at Book 1621, Page 149 and as shown in Plan #11011 granting permanent easement and right of way to CMB Construction Company, Inc.
17. Declaration of Cross Easements dated September 4, 1986 recorded at Book 1621, Page 163 grants and receives access, utility, water, sewer rights and easements to and from others. See also Agreement dated November 12, 1987 and recorded at Book 1713, Page 782 affirming that said Declaration of Cross Easements supersedes similar rights and easements previously conveyed.
18. Quitclaim Deed from Franconia Investment Associates and Millfront Associates to

- Loon Mountain Recreation Corporation and Loon Realty Corp. dated September 15, 1986 and recorded at Book 1628, Page 873 grants temporary access for utility improvements and imposes permanent right of way for vehicular access.
19. Quitclaim Deed from Franconia Investment Corporation to New England Telephone and Telegraph Company and NH Electric Cooperative Inc. dated September 28, 1988 recorded at Book 1764, Page 104 grants utility easements and access to utility.
  20. Easement from Franconia Investment Corporation to New England Telephone and Telegraph Company dated March 5, 1997 recorded at Book 2242, Page 897 grants electric utility easement to utility.
  21. Agreement between Lincoln Mill Associates, Millfront Associates and Lincoln Inn Associates, dated April 21, 2003 recorded at Book 2808, Page 807 allocates shared responsibility for road and landscaping maintenance for subject premises and adjacent land of others, and as shown on Plan #11011.
  22. Quitclaim Deeds from Lincoln Mill Associates to Millfront Associates, dated April 21, 2003 recorded at Book 2808, Page 794 and in Book 2808, Page 798 imposes easement benefitting others for propane tank access, certain road maintenance and landscaping.
  23. All matters noted and depicted on the Plan entitled, "Property of Franconia Investment Associates Parcel J, Parcel K and portions of Parcel B., Lincoln, New Hampshire Boundary Survey Map 16 Parcels 3 10.6, 310.12, and 310.13" by Thaddeus Thorne Surveys Inc. dated drawn July 8, 2006 as Drawing #06-30, recorded as Plan No. 12737.
  24. Memorandum of Agreement dated December 21, 2007 and recorded at Book 3495, Page 553 imposes obligation to develop property to accommodate a theater on the property, as modified by Modification and Partial Termination of the Memorandum of Agreement recorded at Book 4071, Page 566.
  25. Easement dated July 22, 2009 from Southern Peaks Development LLC to Heritage Operating LP DBA Franconia Gas recorded at Book 3655, Page 988 grants easement to other for propane storage and connection.
  26. Right of Easement from Southern Peaks Development LLC to the NH Electric Cooperative Inc. and Northern New England Telephone Operation LLC, dated September 10, 2009 recorded at Book 3659, Page 460 grants electric utility easements to utility.
  27. Easement Agreement between and among Southern Peaks Development LLC, Southern Peaks Realty LLC, and the South Mountain Condominium Owners Association dated March 2, 2010 recorded at Book 3684, Page 310 affirms and

modifies certain terms of prior agreements among abutters imposing shared rights and responsibilities for access, landscaping, snow removal, advertising sign, dumpster usage and elevator usage.

28. Trail Easement Deed from Southern Peaks Development to the Town of Lincoln, recorded on June 9, 2010 at Book 3706, Page 259 grants trail access to the Town of Lincoln and the public and assigns maintenance responsibility for trails that may be developed under such easement rights with the town.
29. Voluntary Lot Merger dated June 22, 2011 recorded at Book 3808, Page 738 evidences town approval of consolidation of previously separate tax lots into single lot.
30. Easement from Riverwalk at Loon Mountain, LLC to New Hampshire Electric Cooperative, Inc., dated October 9, 2014 recorded at Book 4122, Page, 842.
31. Certificate of Registration received from the State of New Hampshire recorded on November 14, 2014 at Book 4094, Page 887.
32. Deed of Easement and Agreement, Parking Easement granted by North Country Center for the Arts to Riverwalk at Loon Mountain, LLC dated January 20, 2015 and recorded at Book 4110, Page 249.
33. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing granted to Riverwalk Fund I, LLC by Riverwalk at Loon Mountain, LLC, recorded on June 11, 2015 at Book 4134, Page 736.
34. Assignment of Construction Contract granted to Riverwalk Fund I, LLC by Riverwalk at Loon Mountain, LLC, recorded on June 15, 2015 in Book 4135, Page 327.
35. Collateral Assignment of Plans & Specifications granted to Riverwalk Fund I, LLC by Riverwalk at Loon Mountain, LLC, recorded on June 15, 2015 in Book 4135, Page 329.
36. Activity and Use Restrictions related to an asbestos relocation area and to coal ash background conditions dated January 26, 2016 and recorded at Book 4187, Page 452.
37. Facts, matters, easement and notation set forth on Plan No. 11011, Plan No, 12737, Plan No. 15035, Plan No. 15089 (and surveyors certificate recorded at Book 4211, Page 857), Plan No. 15090, Plan No. 15804, Plan No. 16183, Plan No. 16184 and Plan No. 16815.
38. Declaration of Riverwalk at Loon Mountain, A Condominium dated May 31, 2016 and recorded at Book 4209, Page 26 and Scrivener's Affidavit recorded at Book

- 4217, Page 19.
39. Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium recorded on June 1, 2016 in Book 4209, Page 84 and Scrivener's Affidavit recorded at Book 4217, Page 19.
  40. Amended Certificate of Registration dated June 2, 2016, and recorded at Book 4211, Page 850.
  41. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing granted to Riverwalk Construction Fund A, LLC by Riverwalk at Loon Mountain, LLC, recorded on January 17, 2017 at Book 4262, Page 12.
  42. Assignment of Construction Contract granted to Riverwalk Construction Fund A, LLC by Riverwalk at Loon Mountain, LLC, recorded on January 17, 2017 at Book 4262, Page 44.
  43. Collateral Assignment of Plans & Specifications granted to Riverwalk Construction Fund A, LLC by Riverwalk at Loon Mountain, LLC, recorded on January 17, 2017 at Book 4262, Page 46.
  44. First Amendment to Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, a Condominium recorded on June 1, 2017 in Book 4287, Page 657.
  45. Second Amendment to Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, a Condominium recorded on February 27, 2018 in Book 4345, Page 630.
  46. Riverwalk at Loon Mountain, a Condominium, Declaration of Week Interval Ownership and Trust recorded on February 27, 2018 in Book 4345, Page 662.
  47. First Amendment to Declaration of Riverwalk at Loon Mountain, a Condominium recorded on September 25, 2019 in Book 4467, Page 965.
  48. First Amendment of Riverwalk at Loon Mountain, a Condominium to Declaration of Week Interval Ownership and Trust recorded on May 6, 2020 in Book 4517, Page 476.
  49. Second Amendment to Declaration of Riverwalk at Loon Mountain, a Condominium recorded on May 27, 2021 in Book 4634, Page 871.
  50. "Condominium Site Plat Riverwalk at Loon Mountain, A Condominium" prepared by Richard D. Bartlett & Associates, LLC, dated May 17, 2021 and recorded as Plan #16183.
  51. Condominium Floor Plans for Phase 2 – Not Yet Begun for Riverwalk at Loon

Mountain a Condominium, prepared by Berard Martel Architecture, Inc., recorded May 27, 2021 as Plan #16184 (Superseded by recorded Plan # 16874).

52. Mortgage, Assignment of Leases, Rents and Proceeds, Security Agreement, Fixture Filing and Assignment of Declarant's Rights recorded on March 2, 2022 at Book 4711, Page 198.
53. UCC Financing Statement recorded on March 2, 2022 at Book 4711, Page 247 for the Collateral described in the attached Schedule 1.
54. Subordination of Mortgage by Riverwalk Construction Fund A, LLC and Riverwalk at Loon Mountain, LLC recorded on March 2, 2022 at Book 4711, Page 270.
55. Subordination of Mortgage by Riverwalk Fund I, LLC and Riverwalk at Loon Mountain, LLC recorded on March 2, 2022 at Book 4711, Page 273.
56. Subordination, Nondisturbance and Attornment Agreement between Western Alliance Bank and Solstice North, Inc. recorded on March 2, 2022 at Book 4711, Page 276.
57. Subordination, Nondisturbance and Attornment Agreement between Western Alliance Bank and The Vineyard at Seven Birches, LLC recorded on March 2, 2022 at Book 4711, Page 284.
58. Certificate of Registration from the State of New Hampshire for 66 residential units, including fractional interests as may be established therein, and 7 commercial units, recorded on July 22, 2022 at Book 4744, Page 995.
59. Third Amendment to Declaration of Riverwalk at Loon Mountain, A Condominium, recorded on August 19, 2022 at Book 4751, Page 841.
60. Third Amendment to Supplemental Declaration of Fractional Ownership of Riverwalk at Loon Mountain, A Condominium, recorded on August 19, 2022 at Book 4751, Page 883.
61. Corrective Second Amendment to the Declaration of Riverwalk at Loon Mountain, A Condominium, recorded on March 28, 2024 at Book 4857, Page 728.
62. "As-Built" Condominium Floor Plans for Phase 2, recorded on March 28, 2024 as Plan #16874.
63. Amended Certificate of Registration from the State of New Hampshire for 66 residential units, including fractional interests as may be established therein, and 7 commercial units, recorded on April 15, 2024 at Book 4860, Page 482.

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64. "As-Built" Site Plan for Phase 2, recorded on January 21, 2025 as Plan #17073.
65. Fourth Amendment to the Declaration of Riverwalk at Loon Mountain, A Condominium, recorded on February 7, 2025 at Book 4918, Page 248.